



**Request for Proposal for the Acquisition of a Lounge Operator for a period of five (5) years at O R Tambo International Airport for a commercial lounge and a smoking lounge:**

**Bid Number:** : ORTIA79752025RFP

**Issue Date** : 1 September 2025

**Non-Compulsory Briefing Session via MS Teams** : 5 September 2025 @ 12:00

**Non-Compulsory Site Visits at mid-day** : 24 October 2025 12:00PM – O R Tambo International Airport

**Site Visit Requirements** : Refer to information in document

**Query Closing Date** : 7 November 2025 at 16:00

**BID CLOSING DATE AND TIME:** 28 November 2025 at 12:00 (mid-day)

**SOUTH AFRICA STANDARD TIME (SAST) WILL APPLY.**



**Both opportunities below will be awarded to one bidder.**

No.	Site	Location	Lounge No.
1.	<b>O R Tambo International Airport (ORTIA)</b> Johannesburg, South Africa (Commercial lounge)	International Departures	PDL02- approximately 562,00 sqm
2.	<b>O R Tambo International Airport (ORTIA)</b> Johannesburg, South Africa (Smoking lounge)	International Departures	PDL07- approximately 240,00 sqm

NAME OF BIDDER: \_\_\_\_\_  
(Bidding Entity/Company)

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## PART A

### SBD 1: INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA</b>					
BID NUMBER:	<b>ORTIA79752025RFP</b>	CLOSING DATE:	<b>28 November 2025</b>	CLOSING TIME:	<b>12:00 (Mid-day)</b>
DESCRIPTION	<b>Acquisition of a Lounge Operator for a period of five (5) years at O R Tambo International Airport for a commercial lounge and a smoking lounge</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>O R Tambo International Airport (Kempton Park, Johannesburg)</b>					
<b>Terminal "A" Building</b>					
<b>(en route to the Viewing Deck; ACSA Offices North wing, 3<sup>rd</sup> floor Terminal 'A' Building)</b>					
<b>TENDER BOX "A"</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Kgomotso Monyeki</b>		CONTACT PERSON	<b>Kgomotso Monyeki</b>	
TELEPHONE NUMBER	<b>n/a</b>		TELEPHONE NUMBER	<b>n/a</b>	
FACSIMILE NUMBER	<b>n/a</b>		FACSIMILE NUMBER	<b>n/a</b>	
E-MAIL ADDRESS	<a href="mailto:kgomotso.monyeki@airports.co.za">kgomotso.monyeki@airports.co.za</a>		E-MAIL ADDRESS	<a href="mailto:kgomotso.monyeki@airports.co.za">kgomotso.monyeki@airports.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			CENTRAL SUPPLIER DATABASE No:	MAAA



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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



**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:  
.....



## SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to bid documents

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

#### Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. Bid documents must be submitted on or before **12:00 PM on 28 of November 2025** using the following method(s):

#### 1.1.1. Tender Box

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

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

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**Airports Company South Africa SOC Limited Offices**

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**North Wing**

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

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**OR Tambo International Airport**

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1.1.2. Bidders are requested to submit both be in printed format **two original and a copies**. Both documents will be legal and binding.

### 1.2 Late Bids

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

### 1.3 Clarification and Communication

Name: Kgomotso Monyeki

Designation: Senior Buyer

Tel: N/A

Email: [Kgomotso.monyeki@airports.co.za](mailto:Kgomotso.monyeki@airports.co.za)

1.3.1 Request for clarity or information on the bid may only be requested until **7 November 2025 at 16:00**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

1.3.2 ACSA will respond to queries on or before **14 November 2025**.



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

#### **1.4 BRIEFING SESSION AND SITE VISIT (Both Non-Compulsory)**

##### **1.4.1 Non-Compulsory Briefing Session**

A non-compulsory briefing session will be held on **5 September 2025 at 12:00 PM.**

The session will be held **ONLINE via MICROSOFT TEAMS** – refer link below:

##### **Microsoft Teams**

[Join the meeting now](#)

**Meeting ID: 396 497 059 390 6 / Passcode: tS9fz3pf**

**OR**

##### **Dial in by phone**

[+27 21 834 0841,,400250808#](#) South Africa, Cape Town

[Find a local number](#)

**Phone conference ID: 400 250 808#**





#### 1.4.2 Non-Compulsory Site Visits

##### **SITE VISIT REQUIREMENTS:**

- a) Bidders to send a **maximum of two (2) representatives** for site meeting.
- b) BIDDERS TO **ARRIVE EARLY** (AT LEAST 2-4 HOURS BEFORE MEETING) IN ORDER TO OBTAIN THEIR PERMITS PRIOR TO START OF THE SITE MEETING/S.
- c) **RSA CITIZENS: Original** Identity Document (ID) / ID Smartcard /Passport or Original Valid Temporary ID (Original and copy of front and back of ID/passport). **Driver's Licence is Not Acceptable.**
- d) **FOREIGN NATIONALS – Following process applies to foreign nationals who intend attending the site meeting/s:**
  - Bidder to e-mail by **12 September 2025**, a copy of Foreign National's passport plus the background check from country of origin to [Kgomotso.monyeki@airports.co.za](mailto:Kgomotso.monyeki@airports.co.za)
  - All Foreign Nationals will require approval from South African Civil Aviation Authority (SACAA) to access restricted areas at the airport. This will be any area that requires access at any Security Screening Point.
  - SACAA will inform Security Management via an official letter that the Permit Office is allowed to issue a permit to the foreign national/s.
  - **Once permission is given by SACAA, Foreign National to bring their Original Passport with VISA (Original and copy) PLUS background check report or Clearance Certificate from country of origin to the site meeting.**
- e) **Reflective Jackets** to be worn by all bidders' representatives.
- f) **Payment of Permits** – some airports take cash (SA Rands), and some airports require payments to be made by card – **please ensure you have both cash and card to make payment for All the permits to cater for any technology glitches.**
- g) Check at information desks and security personnel should you require further guidance to locate the assembly point.
- h) **Parking:** Parking costs will be for bidders' account.
- i) **All Permits to be Returned After Site Visit.**



**A NON-COMPULSORY SITE VISIT WILL BE HELD AT THE ONE (1) AIRPORT AS FOLLOWS:**

**a) O R TAMBO INTERNATIONAL AIRPORT on 24 October 2025 at 12:00 (mid-day)**

**Assembly point:** PERMIT OFFICE (Located in - Terminal B Departure lower roadway; there is Permit Office signage just outside the office).

**Cost for Permit:** Non-refundable Site visit (day) Permit Cost = R600 (card payment)

**Parking:** Parking costs will be for bidder's account.

**2.1 Bid Responses**

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

**2.2 Disclaimers**

It must be noted that ACSA reserves its right to:

**2.2.1** Award the whole or a part of this bid;

**2.2.2** Split the award of this bid;

**2.2.3** Negotiate with all or some of the shortlisted bidders;

**2.2.4** Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;

**2.2.5** To reject the lowest acceptable bid received; and/or

**2.2.6** Cancel this bid.

**2.2.7** This bid document may not be changed or altered in any manner, any changes to the content of the bid document will lead to disqualification, as it will be changing the terms and conditions of the tender.

**2.3 Validity Period**

**2.3.1** ACSA requires a validity period of one hundred and twenty (120) business/working days for this bid. During the validity period, the prices which have been offered by the bidder must remain firm and valid. ACSA may, in exceptional circumstances, request an extension of the validity period.

**2.4 Confidentiality of Information**

**2.4.1** ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without written approval from the bidder whose information is sought.



**2.4.2** Furthermore,

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

**2.5** ACSA airports are National Key Points (NKP)/ Critical Infrastructure and therefore have to comply with the laws prescribed by the security cluster of the Country. Bidders and their agents/sub-contractors, etc may be subjected to security vetting. Where deemed necessary, ACSA will not contract with a bidder that does not comply with the security vetting requirement.

## **2.6 Hot – Line**

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: **office@thehotline.co.za**

## SECTION 2: BACKGROUND, EXECUTIVE OVERVIEW, PURPOSE AND SCOPE

### 2.1. BACKGROUND

ACSA owns and manages the Republic of South Africa's nine key airports, which include the three major international gateway in Gauteng (O.R. Tambo International Airport), (Cape Town International Airport), and Kwa-Zulu Natal (King Shaka International Airport). ACSA also participates in the provision of advisory and technical services to local airport operators (municipal, provincial, and privately owned) as well as foreign airport operators. This includes investment in other airports and/ or airport operators through concessions and other investment instruments in pursuance of Vision 2030, as the best run smart airport network in Africa, offering the most diverse, sought after services and experience.

ACSA's Mission is to acquire, develop and manage world class airports and related businesses for the benefit of all our stakeholders and the socio-economic development of South Africa.

ACSA's Value proposition is connecting people to people, places, dreams and opportunities.

ACSA's strategy is to create and operate world-class airports measuring up to international standards, its strategic intent is supported by three strategic pillars, namely:

- Run Airports: Run our airports efficiently, optimally, and innovatively.
- Develop Airports: Optimise assets and plan for new capacity and growth opportunities.
- Grow Footprint: Seek growth opportunities in the continent and world.



Run airports

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Develop airports

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Grow footprint



## 2.2. EXECUTIVE OVERVIEW

ACSA's purpose is to create value for shareholders, improve passenger experience and diversify business portfolio (grow non-aeronautical revenue).

An airport lounge has become a key feature in all world class airports around the world. Airport lounges improve passenger experience greatly.

The 2 (two) lounge opportunities are detailed below:-

- a) O R Tambo International airport International Departures for a period of five (5) years.

Opportunity	Airport	Location	Number	Area - SQM APPROX
Commercial Lounge	ORTIA	International Departures	PDL02	Approximately 562,00 sqm
Smoking Lounge	ORTIA	International Departures	PDL07	Approximately 240,00 sqm

## 2.3. PURPOSE

ACSA's purpose is to create value for shareholders, improve passenger experience and diversify business portfolio (grow non-aeronautical revenue). Aligned to the company's strategy of creating stakeholder value and increasing revenue generation, the strategy is to continue to earn and grow lounge operation revenues by optimally locating these facilities in ACSA airports. In line with this, we would like to ensure the lounges at the airports are efficiently operated in order to meet the high level passenger experience at ACSA airports in SA.

## 2.4 SCOPE

### 2.4.1 OVERVIEW

The scope of works for this request for proposal (RFP) is for the Acquisition of one (1) Lounge Operator for a commercial lounge and a smoking lounge.

The two (2) lounge opportunities are detailed below:-

- a) O R Tambo International Airport International Departures for a period of five (5) years.

Opportunity	Location	Number	Area - SQM APPROX
Commercial Lounge	International Departures	PDL02	Approximately 562,00 sqm
Smoking Lounge	International Departures	PDL07	Approximately 240,00 sqm



An airport lounge has become a key feature in all world class airports around the world. The airport lounge is described as an oasis or an escape in the airport for passengers. It is an important part of the customer experience. The airport lounge presents – a captive, highly select, target audience who value engagement and entertainment during their travel. These spaces must be fully exploited in an enticing and bespoke way. The airport lounge must be “sleek” and must be a place where the patrons can “Relax, Reconnect, and Recharge” before boarding their flight.

### Abbreviations

Abbreviation	Meaning / Interpretation
ACSA	Airports Company South Africa
ORTIA	O R Tambo International Airport (Johannesburg)
SCM	Supply Chain Management
NKP	National Key Point
PAX	Passengers

### 2.4.2 SCOPE OF REQUIREMENTS

2.4.2.1. The lease period for this RFP for each opportunity is for a period of 5 years.

2.4.2.2. The successful bidders would need to pay ACSA the greater of a Minimum Guaranteed Rental (fixed) or 12,5% percent of turnover (variable); whichever is the greater. The minimum rental will escalate by a minimum of 8% annually.

2.4.2.3 A Bidder who qualifies for award will be required to enter into a Lease Agreement.

2.4.2.4 Successful Bidders are responsible for the cost to fit out the lounges and the lounge signage. Bidders will be required to comply with the standard signage rules within the specific area of the Airport.

2.4.2.5 Successful Bidders will be required to submit their security and safety plans for assessment to the ACSA Security division. Successful Bidders are informed that only ACSA approved security contractors can be employed at all the Airports. The security cost within the environment will be for the bidder's account.

2.4.2.6 Successful Bidders will be required to apply for airside permits for their staff in line with Airport legislation. The cost of the permits will be for the successful bidder's account.

2.4.2.7 The Successful Bidders are responsible for the maintenance of the lounge.

2.4.2.8 The Successful Bidders will be required to conform to the management rules of each Airport. Spot fines will be levied for transgressions of these management rules.

2.4.2.9 The Successful bidder will allow ACSA to conduct site inspections at regular intervals or as and when ACSA requires conducting such inspections.



2.4.2.10 The Successful Bidder will be required to give ACSA security for the performance of its obligations in an amount not less than the aggregate of 3 months' rental of the final year of the lease term. This will be in the form of a cash deposit or payment guarantee from a reputable financial institution acceptable to ACSA.

2.4.2.11 The Successful Bidder is to make the airport lounges available to all passengers flying out of the above mentioned airports.

2.4.2.12 There will be non-compulsory site visits.

2.4.2.13 ACSA will vet the successful bidder's fit-out plan to determine the reasonable time for beneficial occupation. A maximum period of 3 (three) months beneficial occupation may be allowed.

2.4.2.14 Compliance with airport requirements.

The conditions outlined below shall be communicated via training & awareness to successful bidder and their employees prior to commencing works at the airport such to include but not limited to:-

- a) ACSA's Environmental Policy
- b) Water and Energy Consumption
- c) Handling & Storage of Hazardous Chemical Substances
- d) Waste Management
- e) Construction work ( Permit to Work, Isolation of Work Area, Hours of work, Authorised routes)
- f) Safety General (Airside Induction Training)
- g) Security (Training to be attended)
- h) Smoking Lounge- The objective is to supply fresh air and to extract smoke from a smoke area or room in order to maintain a negative pressure in such smoke area or room (so that air is prevented from passing back into the building); and supply the necessary signage, in accordance with the National Building Regulations and the Tobacco Products Control Amendment Act.

2.4.2.15 Ensure all the necessary approvals which include but are not limited to:-municipal approvals, and ACSA internal approvals to fit-out the lounge are obtained.

2.4.2.16 ACSA Projects to have a watching brief from commencement of the fit out project to termination of the fit out project.

2.4.2.17 The Successful Bidder is to make the commercial lounge and smoking lounge available to all passengers flying out of the respective airports.

2.4.2.18 Bidders must not have an outstanding debt (more than 30 days) with ACSA.

2.4.2.19 ACSA reserves the right to assess and investigate ACSA's exposure to the Director and shareholders of the Successful Bidder. To avoid instances of cross-shareholding in multiple bidding entities, the number of opportunities awarded to a successful bidder will be limited in terms of its shareholders to a maximum of one opportunity per airport for domestic departures and a maximum of one opportunity per airport for international departures (i.e. the individual shareholders will be restricted to the same maximum of one opportunity per airport for domestic departures and a maximum of one opportunity per airport for international departures)

2.4.2.20 The Successful bidder shall undertake to make provisions for the ACSA construction and fit-out review meetings at intervals to be advised from time to time.



### **2.4.3. NUMBER OF OPPORTUNITIES**

One bidder will be awarded both opportunities.

### **2.4.4 TRANSFORMATION PLAN**

2.4.4.1 Where the bidder has a valid B-BBEE certificate and is a Level one (1) to Level eight (8) as per the Revised Codes of Good Practice (RCoGP), the bidder must submit a plan on how they will improve or sustain their current B-BBEE level.

2.4.4.2 If the bidder is a Non-Compliant B-BBEE Contributor, they must submit a comprehensive transformation plan. This plan must include clear timelines and key milestones aimed at achieving compliance. At a minimum, the plan must address the following B-BBEE scorecard elements:

- A. Employment Equity
- B. Ownership
- C. Management Control
- D. Skills Development
- E. Enterprise and Supplier Development
- F. Socio-Economic Development





## SECTION 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

3.1.1 ACSA will use pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider **Mandatory Administrative Requirements, Functionality, Price and Preference**. During the evaluation of received bids, ACSA will make an assessment as to whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.

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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Mandatory Requirements	Evaluate on Functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiations ( <b>where applicable</b> )	Vetting (Security / Credit, etc) <b>Where required</b>

### 3.3 Stage 1: Mandatory Requirements

ACSA will only consider bidders which have submitted the following

No.	Mandatory Criteria
1	Bidder to complete the Pricing Schedules provided in this bid.



### 3.4 Stage 2 Functionality

In determining the bidder's capacity and capability for **commercial/leasing opportunities**, bidders will be evaluated on functionality. Functionality is the terminology used to define the technical ability of the Tenderer to operate/execute commercial/leasing opportunities.

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

SUMMARY OF FUNCTIONALITY EVALUATION CRITERIA FOR LOUNGE OPERATION			
No.	DESCRIPTION OF CRITERIA	POINTS	TOTAL POINTS
<b>1</b>	<b>METHODOLOGY &amp; DESIGN APPROACH</b>		<b>40</b>
1.1	Architectural Design concept	5	
1.2	Design elements and materials	5	
1.3	Spatial planning	15	
1.4	Innovation	15	
<b>2</b>	<b>RESOURCE AND OPERATIONAL PLAN</b>		<b>30</b>
2.1	Resource Plan	15	
2.2	Operational Plan	15	
<b>3</b>	<b>MARKETING PLAN</b>		<b>30</b>
3.1	Product offering	5	
3.2	Pricing determination	5	
3.3	Target market	4	
3.4	Competitive Landscape	4	
3.5	Marketing Plan budget	8	
3.6	Communication strategy	4	
<b>TOTAL POINTS</b>			<b>100</b>
<b>Bidders who do not score a minimum of 70/100 will be disqualified and not considered further.</b>			

**REFER BELOW FOR DETAILED FUNCTIONALITY CRITERIA.**

***Bidder to provide information that satisfies the Functionality Criteria for each lounge they tender for.***

**DETAILED FUNCTIONALITY CRITERIA:**

***Bidder to provide information that satisfies the Functionality Criteria for one (1) Lounge they tender for.***

#	Evaluation Criteria	Points	Total Points
<b>1</b>	<b>METHODOLOGY &amp; DESIGN APPROACH</b>		<b>40</b>
<b>1.1</b>	<p><b>ARCHITECTURAL DESIGN CONCEPT FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b></p> <p>Provide a detailed description in relation to the Architectural concept.</p> <p>Architectural concept to be demonstrated by a combination of plans and illustrations, which will be used to determine the visual impact of the lounges and whether it aligns with both the Lounge Facilities purpose and scope as detailed in the bid document.</p> <ul style="list-style-type: none"> <li>• Abstract ideas (Concept and Theming)</li> <li>• Overall Aesthetics (Provide visuals showing the intended “look and feel” of the lounges.</li> <li>• Design Intention</li> <li>• Highlight concepts aimed at elevating the Passenger Experience.</li> </ul> <p><b>Points will be awarded as follows:</b></p> <p><b>If no submission = zero (0) points</b>  <b>If 1-2 concept criteria submitted = 3 points</b>  <b>If 3-4 concept criteria submitted = 5 points</b></p>	<b>5</b>	
<b>1.2</b>	<p><b>DESIGN ELEMENTS AND MATERIALS TO BE UTILISED FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE DETAILING:</b></p> <ul style="list-style-type: none"> <li>• Form</li> <li>• Shape</li> <li>• Line</li> <li>• Colour</li> <li>• Texture</li> <li>• Typography</li> <li>• Space</li> </ul> <p><b>If no submission = zero (0) points</b>  <b>If 1-3 design elements submitted = 3 points</b>  <b>If 4-7 design elements submitted = 5 points</b></p>	<b>5</b>	

#	Evaluation Criteria	Points	Total Points
1.3	<b>SPATIAL PLANNING FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b> <ul style="list-style-type: none"> <li>Lounge layout plan provided.</li> <li>Lounge layout design matches the lounge Layout plans provided</li> <li>Space usage of areas in lounge clearly indicated</li> <li>Proposed layouts must take into consideration the process flows for customers and lounge staff movements in relation to the execution of lounge services (Catering, experiences, seating, etc.)</li> </ul> <p><b>If no submission= zero (0) points</b>  <b>If 1 spatial planning criteria submitted = 5 points</b>  <b>If 2-3 spatial planning criteria submitted = 10 points</b>  <b>If 4 spatial planning criteria submitted = 15 points</b></p>	15	
1.4	<b>INNOVATION FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b> <p>Explain how the lounges will be made distinctive, with meaningful experiences that are not readily available in other parts of the airport.</p> <p><b>If no submission = zero (0) points</b>  <b>If 1-2 innovation criteria proposed = 5 points</b>  <b>If 3-5 innovation criteria proposed = 10 points</b>  <b>If more than 5 innovation criteria proposed = 15 points</b></p>	15	
2	<b>RESOURCE AND OPERATIONAL PLAN FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b> <b>Provide a detailed Resource and Operational plan explaining how the airport lounge will be operated.</b>		30
2.1	<b>RESOURCE PLAN</b>	15	
	<b>2.1.1 Human Resources: (5 Points)</b> <ul style="list-style-type: none"> <li>Organogram indicating staffing levels and roles for the airport lounges operation</li> <li>Training and Development (including Customer Service Excellence, Technology Integration, etc)</li> <li>Performance Management</li> <li>Dynamic Staffing (Management of peak and off-peak periods)</li> </ul> <p><b>If no submission = zero (0) points</b>  <b>If 1-2 human resources criteria submitted = 2 points</b>  <b>If 3-4 human resources criteria submitted = 5 points</b></p>		

#	Evaluation Criteria	Points	Total Points
	<p><b>2.1.2 Financial: High-level start-up costs and budget projections for the airport lounge operation (Including revenue and expenses) (5 points)</b></p> <ul style="list-style-type: none"> <li>• CAPEX allocation detailed with assumptions stated</li> <li>• OPEX allocation detailed with assumptions stated</li> <li>• Revenue generation detailed with assumptions stated</li> <li>• Expenses detailed with assumptions stated</li> <li>• Net profit projected with assumptions stated</li> </ul> <p><b>If no submission= zero (0) points</b>  <b>If 1-2 financial criteria submitted = 2 points</b>  <b>If 3-4 financial criteria submitted = 4 points</b>  <b>If 5 financial criteria submitted = 5 points</b></p>		
	<p><b>2.1.3 Equipment: Overview of equipment, including systems to be deployed for the efficient running of the commercial lounge operation facility and smoking lounge operation facility (5 points)</b></p> <ul style="list-style-type: none"> <li>• Details of equipment to be used in the commercial lounge operation and the smoking lounge operation.</li> <li>• Systems to be deployed for the efficient running of the commercial airport lounge operation and the smoking lounge operation.</li> </ul> <p><b>If no submission = zero (0) points</b>  <b>If 1 equipment offering criteria submitted = 2 points</b>  <b>If 2 equipment offering criteria submitted = 5 points</b></p>		
<b>2.2</b>	<b>OPERATIONAL PLAN FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b>	<b>15</b>	
	<p><b>2.2.1 Facilitation of customer entry and exit (5 points)</b></p> <ul style="list-style-type: none"> <li>• Access and Entry</li> <li>• Comfort and Amenities</li> <li>• Operational Efficiency</li> <li>• Safety and Hygiene</li> </ul> <p><b>If no submission = zero (0) points</b>  <b>If 1-2 facilitation of customer entry and exit criteria submitted = 2 points</b>  <b>If 3-4 facilitation of customer entry and exit criteria submitted = 5 points</b></p>		
	<p><b>2.2.2 Provision of operational plans for key lounge services (10 points)</b></p> <p><b>If no submission = zero (0) points</b>  <b>If 1-2 key lounge services submitted = 3 points</b>  <b>If 3-4 lounge services criteria submitted = 5 points</b>  <b>If more than 4 lounge services criteria submitted = 10 points</b></p>		

#	Evaluation Criteria	Points	Total Points
<b>3</b>	<b>MARKETING PLAN FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE (A roadmap for the company's marketing efforts over the contract period. The Marketing Plan must align all marketing activities with overall business objectives.</b>  <b>Provide marketing plan for the lounge operation reflecting the following marketing components:</b>		<b>30</b>
3.1	<b>PRODUCT/SERVICE OFFERING FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b> <ul style="list-style-type: none"> <li>Detail your USP ("unique selling point")</li> <li>Detail your Value Proposition</li> </ul> <b>If no submission = zero (0) points</b> <b>If 1 product offering criteria submitted = 2 point</b> <b>If 2 product offering criteria submitted = 5 points</b>	5	
3.2	<b>PRICING DETERMINATION FOR USAGE OF THE LOUNGE FACILITIES FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b> <ul style="list-style-type: none"> <li>Indicate the pricing model that you will utilise</li> <li>Detail the pros and cons of this pricing model.</li> <li>Detail how you will combat the cons of this pricing model.</li> </ul> <b>If no submission = zero (0) points</b> <b>If 1 price determination criteria submitted = 2 points</b> <b>If 2-3 price determination criteria submitted = 5 points</b>	5	
3.3	<b>TARGET MARKET FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b>  Detailed profiles of the ideal pax including:- <ul style="list-style-type: none"> <li>Demographics</li> <li>Psychographics</li> <li>Buying behaviour.</li> </ul> <b>If no submission = zero (0) points</b> <b>If 1-2 target market element submitted = 2 point</b> <b>If 3target market element submitted = 4 points</b>	4	
3.4	<b>COMPETITIVE LANDSCAPE FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b> <ul style="list-style-type: none"> <li><b>Competitors</b> -define competitors in the marketplace including both traditional as well as non-traditional, emerging competition.</li> <li><b>Competitive Advantage</b>- clearly indicate the real value features/ services that distinguishes you from your competitors.</li> </ul> <b>If no submission = zero (0) points</b> <b>If 1 competitive landscape criteria submitted = 2 points</b> <b>If 2 competitive landscape criteria submitted = 4 points</b>	4	

#	Evaluation Criteria	Points	Total Points
3.5	<p><b>MARKETING PLAN BUDGET FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b></p> <ul style="list-style-type: none"> <li>• Clear Objectives must be defined- what do you want to achieve?</li> <li>• Identify Necessary Activities that will help achieve the objectives</li> <li>• Provide an estimate of costs for each activity identified</li> <li>• Prioritize activities based on potential ROI (return on investment)</li> <li>• Budget to be submitted with all the assumptions detailed</li> <li>• Demonstrate how the funds will be allocated per activity</li> <li>• Detail how you will implement and track your activities</li> <li>• Detail how often you will review and adjust budget</li> </ul> <p><b>If no submission = zero (0) points</b></p> <p><b>One point will be awarded for each of the above Marketing Plan Budget criteria submitted.</b></p>	8	
3.6	<p><b>COMMUNICATION STRATEGY FOR THE COMMERCIAL LOUNGE AND THE SMOKING LOUNGE</b> (including platforms to be utilised in the marketing of the airport lounge opportunity)</p> <p><b>3.6.1 Traditional Marketing (including but not limited to):</b></p> <ul style="list-style-type: none"> <li>• Billboards, print ads, direct mail</li> <li>• Radio and television ads</li> <li>• Networking and events</li> </ul> <p><b>3.6.2 Digital Marketing (including but not limited to):</b></p> <ul style="list-style-type: none"> <li>• Social media and SEO ( Search Engine Optimization)</li> <li>• Paid search and email marketing</li> <li>• Website presence</li> </ul> <p><b>If no submission = zero (0) points</b>  <b>If 1 communication strategy criteria submitted = 2 points</b>  <b>If 2 communication strategy criteria submitted = 4 points</b></p>	4	

***Bidders must score a minimum total of 70 out of 100 points for Functionality in order to be considered for further evaluation.***



### 3.5 Price and Preference 90/10)

#### 3.5.1 PRICE

This is the final stage of the evaluation process, unless prescribed, Objective Criteria is used and will be based on the PPPFA preference point system. Bidders will be ranked by applying either the preferential point scoring 90/10 for bids with the rand value above R50 million, inclusive of all applicable taxes.

**Either the 90/10 preference point system will be applicable in this tender. The highest acceptable tender will be used to determine the accurate system once tenders are received.**

**90/10**

$$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

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

#### 3.5.2 EVALUATION OF PREFERENCE

ACSA will score specific goals out of 10 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 10. ACSA will not disqualify the bidder.





**SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLES BELOW.**

**Table 1b: 90/10 preference point system, following will apply:**

<b>Specific Goals</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (90/10 system)</b>
<b><i>B-BBEE Status Level 1</i></b>	<b>5</b>	
<b><i>B-BBEE Status Level 2</i></b>	<b>4.5</b>	
<b><i>B-BBEE Status Level 3</i></b>	<b>4</b>	
<b><i>B-BBEE Status Level 4</i></b>	<b>3</b>	
<b><i>B-BBEE Status Level 5</i></b>	<b>2</b>	
<b><i>B-BBEE Status Level 6</i></b>	<b>0.5</b>	
<b><i>B-BBEE Status Level 7</i></b>	<b>0.3</b>	
<b><i>B-BBEE Status Level 8</i></b>	<b>0.1</b>	
<b><i>Black women majority-owned entities</i></b>	<b>5</b>	
<b><i>Non- compliant contributor</i></b>	<b>0</b>	

**Bidder to provide proof to support the Preference Points being Claimed.**

- Provide original or certified copy Valid sworn Affidavit OR
- Valid B-BBEE Certificate from a SANAS accredited rating agency (together with B-BBEE report)
- If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency to be provided as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice
- Any other supporting information.

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

**Criteria for breaking deadlock in scoring:**

- If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- If two or more tenderers score equal total number of points in all respects, the award must be decided by the drawing of lots.



## **PRICING**

### **PRICING INSTRUCTIONS**

- a) The Pricing Schedules form part of and must be read in conjunction with the entire bid document.
- b) Bid Offer/Prices must be in South African Currency (Rands).
- c) Bidders must price in accordance with the pricing schedules provided to enable ACSA to compare priced offers.
- d) Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- e) Do not leave any area blank in the pricing schedules.
- f) Bidder's offers that contain correctional fluid will be disqualified.
- g) Corrections to be countersigned.
- h) Should there be any queries regarding the pricing schedule/s, same to be sent in writing via e-mail by the Query Closure Date.
- i) The Bid offer must be inclusive of VAT.
- j) The VAT portion must be indicated separately

### **PRICING SCHEDULES (BID OFFERS)**

Bidder to complete the following Pricing Schedule/s for the one combined opportunity they are tendering for.

**PRICING SCHEDULE 1: OR TAMBO INTERNATIONAL AIRPORT- COMMERCIAL LOUNGE (PDL02) and SMOKING LOUNGE (PDL07)**

<b>OR TAMBO INTERNATIONAL AIRPORT – COMMERCIAL LOUNGE (PDL02) and SMOKING LOUNGE (PDL07) -located in International Departures Terminal Building Airside</b>								
<b>ACSA Minimum Rate in Year one R1300,00/sqm</b>								
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Period</b>	<b>Area sqm</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/m<sup>2</sup> Excluding VAT</b>	<b>Bidder's Offer Rate Excluding VAT (Cannot be less than ACSA's minimum rate)</b>	<b>Bidder's Offer Rental per month (Excl VAT) Column B x E</b>	<b>Bidders Annual Rental (Excl VAT) Column F x 12</b>	<b>VAT (15%) Column G x 15%</b>	<b>Bidders Annual Rental (Including VAT) Column G + H</b>
Year 1	Approx. 562 sqm plus 240 sqm= 802 sqm	n/a	R 1300,00	R	R	R	R	R
Year 2	Approx. 562 sqm plus 240 sqm= 802 sqm	8%	R 1 404,00					
Year 3	Approx. 562 sqm plus 240 sqm= 802 sqm	8%	R 1 516,32					
Year 4	Approx. 562 sqm plus 240 sqm= 802 sqm	8%	R 1 637,63					
Year 5	Approx. 562 sqm plus 240 sqm= 802 sqm	8%	R 1 768,64					
<b>TOTAL for the period of 5 years</b>						R	R	R

**BIDDING ENTITY/COMPANY :** \_\_\_\_\_

**SIGNATURE (Duly Authorised) :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

## SECTION 4: RETURNABLE DOCUMENTS (4.1 / 4.2 / 4.3 / 4.4 & Appendix 1)

In order to assist bidders, ACSA has included a column next to the required document /information to enable bidders to keep track of whether they have submitted or not.

The returnable documents are listed in the tables that follow:

Document/Information	Completed and/or Submitted ✓ / X
<b>4.1 Mandatory Criteria</b>	
<ul style="list-style-type: none"> <li>Bidder to complete the Pricing Schedules provided in this bid.</li> </ul>	
<b>4.2 Functionality Criteria (Refer Section 2 – Evaluation Criteria for Detailed Requirements)</b>	
<ul style="list-style-type: none"> <li>Methodology &amp; Design Approach</li> </ul>	
<ul style="list-style-type: none"> <li>Resource And Operational Plan</li> </ul>	
<ul style="list-style-type: none"> <li>Marketing Plan</li> </ul>	
<b>4.3 PRICE AND PREFERENCE</b>	
<b>4.3.1 Pricing Schedules</b> Bidder to complete the Pricing Schedules for one combined opportunity they are bidding for: Also indicate in table on page 2.	
<b>4.3.2 Preference Returnable</b>	
Bidder to provide proof of Preference points being claimed. <ul style="list-style-type: none"> <li>Provide original or certified copy of Valid sworn affidavit <b>OR</b></li> <li>Valid B-BBEE Certificate (and Scorecard) from a SANAS accredited rating agency as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice.</li> <li>If bidder is a Joint Venture (JV) – a <u>consolidated</u> B-BBEE certificate from a SANAS accredited agency to be provided.</li> <li>Verifiable medical certificate of report as proof of disability.</li> </ul>	
<b>4.4 Objective Criteria</b>	
Bidder to ensure they meet the Objective criteria as listed in section 3 above.	

OTHER RETURNABLE DOCUMENTS TO BE SUBMITTED – REFER LIST HERE-AFTER.



#### 4.4. OTHER RETURNABLE SCHEDULES, DOCUMENTS AND INFORMATION

These types of documents and information are required but are not mandatory or are only mandatory at specific stages of the process. ACSA may request bidders to submit these documents or information after the closing date and time or might already have them on the system. Where a document or information is only mandatory at a specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder.

The mandatory and other returnable documents listed in the table follows:

RETURNABLE DOCUMENTS/SCHEDULES AND INFORMATION	Completed and/or Submitted ✓ / X
<b>FORM 4.4.1:</b> Certificate of Authority to Sign Tender	
<b>FORM 4.4.2:</b> Certificate of Authority of Joint Ventures (if applicable)	
<b>FORM 4.4.3:</b> Joint Venture (JV) Agreement (If applicable)	
<b>FORM 4.4.4:</b> Record of Addenda to Tender Documents	
<b>FORM 4.4.5:</b> SBD 4 Bidder's Disclosure Form	
<b>FORM 4.4.6:</b> SBD 6.1 Preference Points Claim Form	
<b>FORM 4.4.7:</b> Confidentiality and Non- Disclosure Agreement	
<b>FORM 4.4.8:</b> Declaration of Interest Form and Politically Exposed Persons	
<b>FORM 4.4.9:</b> Insurance Commitment	
<b>FORM 4.4.10:</b> Acceptance of Terms and Conditions of RFP and Bidder's Particulars	
<b>FORM 4.4.11:</b> VAT Questionnaire	
<b>FORM 4.4.12:</b> Company profile	
<b>FORM 4.4.13:</b> Tax Pin issued by the South African Revenue Services. (ACSA may not award to a bidder whose tax affairs have not been declared to be in order by SARS)	
<b>FORM 4.4.14:</b> Certificate of Incorporation CIPC Registration documents, Partnership Agreement, and/or Registered Trust Document	
<b>FORM 4.4.15:</b> Certified Copies of Identity documents of Directors / Trustees / Members / Shareholders	



RETURNABLE DOCUMENTS/SCHEDULES AND INFORMATION	Completed and/or Submitted ✓ / X
<b>FORM 4.4.16:</b> Central Supplier Database Registration Report (CSD) If bidder is a JV, provide a CSD report for the JV.	
<b>FORM 4.4.17:</b> Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants.	
<b>FORM 4.4.18:</b> Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
<b>FORM 4.4.19: Transformation Plan</b>	
<b>FORM 4.4.20:</b> This tender Document – fully completed and signed.	

#### 4.1 Validity of submitted information

Bidders must ensure that all conditions, documents and information which has been submitted in pursuance to this bid remains valid for the duration of the contract period. In the event where a validity document expires an updated document must be submitted. The duty is on the bidder to provide updated information to ACSA immediately and at their own cost after such information has changed.



## **SECTION 5: RETURNABLE DOCUMENTS**

### **FORM 4.4.1: CERTIFICATE OF AUTHORITY TO SIGN TENDER**

Signatories for close corporations and companies shall confirm their authority by attaching a duly signed and dated original or certified copy of the relevant resolution of their members or their board of directors, as the case may be.

**FORM 4.4.2: CERTIFICATE OF AUTHORITY OF JOINT VENTURES (WHERE APPLICABLE)**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . .  
 . . . . ., authorised signatory of the company . . . . .  
 . . . . ., acting in the capacity of lead partner, to sign all documents in  
 connection with the tender offer and any contract resulting from it on our behalf.

**Please attach JV agreement stipulation % share of each JV**

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature: . . . . . Name: . . . . . Designation: . . . . .
		Signature: . . . . . Name: . . . . . Designation: . . . . .
		Signature: . . . . . Name: . . . . . Designation: . . . . .





**FORM 4.4.3: JOINT VENTURE (JV) AGREEMENT (IF APPLICABLE)**

If Applicable, Bidder to attach duly signed JV agreement between the parties.



**Form 4.4.4 RECORD OF ADDENDA TO TENDER DOCUMENTS**

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.



## Form 4.4.5 BIDDER'S DISCLOSURE (SBD4)

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

- 2.2.1 If so, furnish particulars:

.....  
 .....

<sup>1</sup> 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.



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

- 2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING

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



ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



#### **Form 4.4.6: SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1**

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

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

### **1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 Either the 90/10 or 80/20 preference point system will be applicable in this tender. The highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals / Preference .
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS / PREFERENCE	10*
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

***\*Documented proof is listed on the returnable table above***

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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



### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT (*Applicable to this tender*)

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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





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

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

**Table 1b: 90/10 preference point system, following will apply:**

<b>Specific Goals</b>	<b>Number of points (90/10 system)</b>	<b>Tenderer must indicate how they claim points</b>
<b>B-BBEE Status Level 1</b>	<b>5</b>	
<b>B-BBEE Status Level 2</b>	<b>4.5</b>	
<b>B-BBEE Status Level 3</b>	<b>4</b>	
<b>B-BBEE Status Level 4</b>	<b>3</b>	
<b>B-BBEE Status Level 5</b>	<b>2</b>	
<b>B-BBEE Status Level 6</b>	<b>0.5</b>	
<b>B-BBEE Status Level 7</b>	<b>0.3</b>	
<b>B-BBEE Status Level 8</b>	<b>0.1</b>	
<b>Black women majority-owned entities</b>	<b>5</b>	
<b>Non-compliant contributor</b>	<b>0</b>	

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

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –



- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



## **Form 4.4.7: Confidentiality and Non-Disclosure Agreement**

Between

### **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**("Airports Company")**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

---

**[NAME OF SERVICE PROVIDER]**

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

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

of

**[Service Providers Address]**



## 1. **INTERPRETATION**

In this agreement -

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



- 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.
- 1.3 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.6 “the parties” – the Airports Company and \_\_\_\_\_.

## 2. **INTRODUCTION**

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



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

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

### 4. **NON-DISCLOSURE**

#### 4.1 THE RECEIVING PARTY undertakes that -

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

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

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

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

4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

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



## 5. **COPIES**

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

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

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

## 7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of 5 years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

## 8. **Title**

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



9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.





11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

11.4 Any notice given and any payment made by one party to the other ("the addressee") which:

11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;

11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

## 12. **GENERAL**

12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.

12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.

12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.

12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.

12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.



12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

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

\_\_\_\_\_  
**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

the signatory warranting that he is duly authorised thereto.

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

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

**AS WITNESSES**

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

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



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

\_\_\_\_\_

**[NAME OF SERVICE PROVIDER]**

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

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

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

**AS WITNESSES**

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

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



## Form 4.4.8 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSON

### Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids.

ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy, or fairness. Furthermore, ACSA requires bidders to declare if they have Politically Exposed Persons (PEP) also known as Domestic Prominent Influential Persons (DPIP) in their organisation. See below definition of PEP/DPIP.

Politically Exposed Persons or DPIP are individuals who are or have been entrusted with prominent public functions in the country or a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, important political party officials. Business relationships with family members or close associates of PEPs involve reputational risks similar to those with PEPs themselves. PEP status in the following areas shall be declared:

- Current or former senior official in the executive, legislative, administrative, military, or judicial branch of government or foreign government (elected or not)
- A senior official of a major political party or major foreign political party;
- A senior executive of government owned commercial enterprise
- or a foreign government owned commercial enterprise, being a corporation, business or other entity formed by or for the benefit of any such individual;
- A related and or inter-related immediate member of such individual; meaning spouse, parents, siblings, children, and spouse's parents or siblings etc

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

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is / no PEP/DPIP conflict of interest/ no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner/ senior management with any ACSA employee or official.

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

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## PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

### Declaration:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**Form 4.4.9. INSURANCE COMMITMENT**Bidder Acknowledgement

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract (refer contract document for more insurance information).
- b. The bidder/contractor shall ensure that all potential and appointed Sub-Contractors are aware of ACSA's insurance requirements and enforce the compliance by sub-contractors where applicable.
- c. Proof of insurance must be submitted by the bidder to the satisfaction of ACSA, upon award.

Signed		Date	
Name		Position	
Tenderer			



#### Form 4.4.10: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

**When responding to this bid, the bidder is assumed to have accepted the terms and conditions listed below:**

TO: Airports Company South Africa SOC Limited (ACSA)  
Airports Company South Africa Limited.

Proposal No: **COR7901/2025/RFP**

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

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

#### 2. Proposal Certification

We hereby submit a Proposal in respect of the **Acquisition of Lounge Operators for a period of five (5) years at O R Tambo International Airport, Cape Town International Airport and King Shaka International Airport.**

in accordance with Airports Company South Africa's requirements.

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



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

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

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	





#### FORM 4.4.11: VAT QUESTIONNAIRE

**VAT Questionnaire for entities bidding as a partnership, joint venture or consortium (i.e. Body of Persons). The following form is required to be completed by the winning bidder at contracting stage.**

1. Are you bidding as a partnership/ joint venture or consortium? **Yes/No (Mark with X below)**

<b>Yes</b>	<b>No</b>
------------	-----------

2. If you have answered yes to the above question, please provide the following:
- 2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

Name of the Body of Persons	VAT Number of Body of Persons	Valid registration certificate attached? Yes/No
1.		

ACSA management will use the following link to check your registration. [VendorExactSearch\ 1.0.4 \(sarsefiling.co.za\)](http://VendorExactSearch\ 1.0.4 (sarsefiling.co.za))

3. We recommend that the supplier warrants and represents that, where applicable, it is duly registered for VAT under the VAT Act.
4. Failure to comply with the VAT Act in supplying a valid VAT invoice relating to the Body of Persons will result in Airports Company South Africa SOC Limited being entitled to recover any losses, penalties and interest suffered. Failure includes but is not limited to the invoice having a VAT number that is not registered to the Joint Venture/partnership/consortium i.e. if the VAT number supplied relates to one party of the Body of Persons.

**The below definitions are in relation to the above requirement.**

1. Definitions

1.1 **Person**, as defined in section1(1) of the Value Added Tax Act No 89 of 1991("the VAT Act") – includes a public authority, any municipality, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

The below terms are not defined in the VAT Act and as such, the ordinary meaning has been taken into account:

1.2 **Consortium or Joint Venture** - an arrangement between two or more persons based on an agreement to generally operate a single, limited or defined project. The parties to such an agreement will generally share control of the arrangement and share the product or output of the venture

1.3 **Partnership** - an arrangement between two or more persons based on an agreement. The parties to that arrangement should have the intention to be partners and the essential elements for a partnership being the partners' contributions, a profit objective and joint benefit for the partners must be evident from the agreement.



## 2. The Law

Section 51 of the VAT Act states that:

- (1) *Subject to the provisions of section 46, where any body of persons, whether corporate or unincorporate (other than a company), carries on or is to carry on any enterprise-*
- a. such body shall be deemed to carry on such enterprise as a person separate from the members of such body;*
  - b. registration of that body as a vendor shall be effected separately from any registration of any of its members in respect of any other enterprise;*
  - c. liability for tax in respect of supplies by that body shall be determined and calculated in respect of the enterprise carried on by it as an enterprise carried on independently of any enterprise carried on by any of its members, and any refund relating to that body's enterprise which is payable in terms of section 44 shall be made to that body; and*
  - d. the duties and obligations imposed by this Act on any vendor or other person shall, as respects the enterprise carried on by that body, be performed by it separately from the duties and obligations imposed on any of its members.*

## 3. Application of the Law

When a body of persons forms a joint venture, partnership or consortium, such a body is treated as a separate legal person for VAT purposes and, is in terms of section 51(1) of the VAT Act ,required to register for VAT with the South African Revenue Services ("SARS")where the body's taxable supplies exceed the registration threshold.

Should the joint venture or partnership or consortium not be registered for VAT, **VAT cannot be levied on any invoice** that will be issued out to Airports Company South Africa for services rendered.



## **Returnable Documents 4.4.12 to 4.4.20**

**Attach Here**

### **Validity of submitted information**

Bidders must ensure that all conditions, documents and information which has been submitted in pursuance to this bid remains valid for the duration of the contract period. In the event where a validity document expires an updated document must be submitted. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.



## **SECTION 5: LEASE AGREEMENT/CONTRACT**

**The Lease Agreement/Contract will be made available after tender closing.**