



**REQUEST FOR QUOTATION FOR THE APPOINTMENT OF A PROFESSIONAL ENGINEERING CONSULTANT FOR THE REPLACEMENT OF HOTEL TAXIWAY GATE AT CAPE TOWN INTERNATIONAL AIRPORT AND MECHANICAL GATES AT KIMBERLEY AIRPORT FOR A PERIOD OF 3 YEARS.**

**Bid Number:** : **CIA RFQ 73037**

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**Issue Date** : **Friday 18<sup>th</sup> April 2025**

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**Compulsory Virtual Briefing Session Date** : **Monday 5<sup>th</sup> May 2025 at 11:00 via link provided**

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**Non-Compulsory Site Inspection** : **N/A**

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**Query Closing Date** : **Wednesday 14<sup>th</sup> May 2025 at 15:00**

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**Bid Closing Date and Time** : **Wednesday 21<sup>st</sup> May 2025 at 14:00 via email**

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**PART A**
**SBD 1: INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	<b>CIA RFQ 73037</b>	CLOSING DATE:	<b>Wednesday 21<sup>st</sup> May 2025</b>	CLOSING TIME:	<b>14:00</b> Via email
DESCRIPTION	REQUEST FOR QUOTATION FOR THE APPOINTMENT OF A PROFESSIONAL ENGINEERING CONSULTANT FOR THE REPLACEMENT OF HOTEL TAXIWAY GATE AT CAPE TOWN INTERNATIONAL AIRPORT AND MECHANICAL GATES AT KIMBERLEY AIRPORT FOR A PERIOD OF 3 YEARS.				
BID RESPONSE DOCUMENTS TO BE EMAILED					
<b>kamaal.allom@airports.co.za</b>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	<b>Kamaal Allom</b>		CONTACT PERSON		
TELEPHONE NUMBER	<b>021 937 1368</b>		TELEPHONE NUMBER		
E-MAIL ADDRESS	<b>kamaal.allom@airports.co.za</b>		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER 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]



<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> NO	<input type="checkbox"/> YES
DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> NO	<input type="checkbox"/> YES
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO	<input type="checkbox"/>
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO	<input type="checkbox"/>
<b>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.</b>	



**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



**1. SECTION 1: INSTRUCTIONS TO BIDDERS**

**1.1. Access to RFQ documents**

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

**Submission of bid documents**

The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be **signed or stamped** with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before **Wednesday 21st May 2025 at 14:00** via email using the following method(s):

1.1.1. Email submissions:

The bid documents must be sent to the following email address:

[kamaal.allom@airports.co.za](mailto:kamaal.allom@airports.co.za)

- Bidders must not email their submission as one big attachment. Kindly break your submission in at least (04) four or more attachments of 4mb each.
- Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.

**1.2. Alternative Bids**

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

**1.3. Late Bids**

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

**1.4. Clarification and Communication**

Name:	Kamaal Allom
Designation:	Senior Buyer
Email:	<a href="mailto:kamaal.allom@airports.co.za">kamaal.allom@airports.co.za</a>
Tel:	021 937 1368



- 1.4.1. Request for clarity or information on the bid may only be requested until **Wednesday 14th May 2025 at 15:00**. 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.
- 1.4.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

### 1.5. **Compulsory Briefing Session**

A compulsory online briefing session will be held via MS Teams. Details of the Compulsory briefing Session: **Monday 5<sup>th</sup> May 2025 at 11:00 AM**.

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MjViOGRhZGYtMjY2NS00N2Q3LTIjOWEtNjY5YmU2MTA3ZDEw%40thread.v2/0?context=%7b%22Tid%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22Oid%22%3a%22c41c4fd7-2cc9-414e-84e7-17bf022cf989%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjViOGRhZGYtMjY2NS00N2Q3LTIjOWEtNjY5YmU2MTA3ZDEw%40thread.v2/0?context=%7b%22Tid%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22Oid%22%3a%22c41c4fd7-2cc9-414e-84e7-17bf022cf989%22%7d)

### 1.6. **Non-Compulsory Site Inspection**

A non-compulsory site inspection will be held on a date to be decided the briefing.

Bidders should visit the permit office at least one-hour prior the site inspection to obtain visitor access cards. Every bidder must come to site with the following: This requirement is PER SITE inspection if needed

- a) Reflective jacket
- b) Identity Document (not driver's license)
- c) Safety boots

#### **Protocol for site inspection:**

- a) While on site bidders shall always adhere to ACSA safety protocol.
- b) Protective gear (PPE) shall be worn before entering Airside. ie. retroreflective safety jacket. See the picture below of an acceptable retro-reflective vest. Bidders will not be able to access airside if the reflective jacket is not to specification (must be lime green and have reflective tape).

#### Specification Style:

High visibility, lime, waist coat with zip closure and reflective tape. No other colours will be accepted.

- c) The bidders representatives are required to bring a certified copy of their identity document, not older than 3 months, or an original ID document. Failure to bring this document to site will result in the bidder not being able to access Airside.



### 1.7. 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.

### 1.8. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.8.1. Award the whole or a part of this bid;
- 1.8.2. Split the award of this bid;
- 1.8.3. Negotiate with all or some of the shortlisted bidders;
- 1.8.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.8.5. To reject the lowest acceptable bid received; and/or
- 1.8.6. Cancel this bid.

### 1.9. Validity Period

- 1.9.1. ACSA requires a validity period of hundred and twenty (120) days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.

#### 1.10. Confidentiality of Information

- 1.10.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore,
- 1.10.2. ACSA will not disclose the names of bidders until the bid process has been finalised.
- 1.10.3. Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

#### 1.11. 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](mailto:office@thehotline.co.za)

## **SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK**

### **2.1 Background and/or Purpose of this Bid**

The intention of this tender is to solicit services of a professional engineering consultant to monitor the implementation of the Replacement of Hotel Taxiway Gate at Cape Town International Airport and Mechanical Gates at Kimberley Airport.

### **2.2 Scope of Work**

Refer to Part C3 in the NEC3 Professional Services Contract document.

### **2.3 Pricing Schedule**

Bidders must only price in accordance with the pricing schedule in the NEC3 PSC, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bidder liable for disqualification.

**Refer to Section C3 for Pricing Data**

**SECTION 3: EVALUATION CRITERIA**

**3.1 Evaluation Criteria**

<p><b>A staged approach will be used to evaluate tenders.</b></p>						
Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7
<p>Test for Responsiveness As per Clause C3.8</p>	<p>Mandatory Requirements</p>	<p>Check if minimum local content and production thresholds have been met (if applicable)</p> <p style="text-align: center;"><b>N/A</b></p>	<p>Evaluate on functionality or the technical aspect of the bid.</p>	<p>Evaluate price and Preference</p>	<p>Post tender negotiations, if applicable.</p>	<p>Security Vetting, if deemed necessary</p>
<p><b>STAGE 1 – TEST FOR RESPONSIVENESS</b> - as outlined by the clause C3.8 above.</p> <p><b>STAGE 2 - MANDATORY CRITERIA</b></p> <ul style="list-style-type: none"> <li>(a) Full completed and signed form of offer and acceptance (C1.1). <b>Found in the NEC3 Professional Services Contract document.</b></li> <li>(b) Attendance of Compulsory Virtual Briefing session.</li> <li>(c) Tenderers must complete and sign the Bidder’s disclosure form (SBD1)</li> </ul> <p><b>Administrative criteria</b>  <b>NB: No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD).</b></p> <p><b>NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.</b></p> <p><b>NB: The contract will not be signed without a valid insurance. (Proof of insurance – On award ONLY)</b></p> <p><b>NB: The Contract will not be signed without a valid letter of good standing with the workers Compensation commissioner (COIDA).</b></p> <p><b>STAGE 3 – MINIMUM THRESHOLD – LOCAL CONTENT 6.2 N/A</b></p> <p>Check if minimum local content and production thresholds have been met (if applicable)</p>						



#### STAGE 4 FUNCTIONALITY EVALUATION CRITERIA

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.

The functionality evaluation will be conducted by the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria. The criteria will be as follows:

#### Functionality Criteria

The functional evaluation will be based on a threshold, points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. Total points allocated shall be 100. Tenderer must score a threshold of 90 points out of 100 is required to be achieved for the bidder to be successful.

#### FUNCTIONALITY CRITERIA

<i>Evaluation Area</i>	<i>Evaluation Criteria</i>	<i>Maximum Point</i>	<i>Threshold Required</i>
1. Tenderer's / Companies Previous Experience	<p>Bidders to present professional engineering services experience on completed automated <b>Aircraft Gates/ General Aviation/ Prison/ Military access gates/ Mechanical drive systems (drive motors, gearboxes, couplings)</b> projects within the last 15 years. The construction (refurbishment/ replacement) value of each completed project be equal to or greater than R2 Million (excl. Vat).</p> <ul style="list-style-type: none"> <li>• ≥1 Projects (40 Points)</li> </ul> <p>Note: Bidders must complete Annexure C.</p> <p>Copies of signed Client Reference letters of completed projects listed on Annexure C should be provided for evaluation purposes. Attach Client Reference letters to Annexure D.</p> <p>A valid signed reference letter may indicate the following information:</p> <ul style="list-style-type: none"> <li>• Project Name</li> <li>• Scope of services rendered by the tenderer.</li> <li>• Construction value</li> <li>• Client Representative details (name, surname, designation, phone number and email address).</li> </ul> <p>The above information should be on a client letterhead.</p>	40	40
Sub-Total 1.		40	40



## STAGE 5 PRICE AND PREFERENCE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million*. A maximum of 80 points is allocated for price based on the following formulae (delete formula not applicable):

80/20

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

Where:

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

### Determine acceptability of preferred tenderer:

Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- Unduly high or unduly low tendered rates or amounts in the tender offer.
- Contract data provided by the tenderer; or
- The contents of the tender returnable which are to be included in the contract.

### Evaluation of Preference

ACSA will score specific goals out of 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 20. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

Item	Category	Specific Goals	Score	Bidders Score
			20	
1.	Professional services	51% owned by Black male and Black women and Black youth and People living with disabilities	20	
		51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
		51% owned by Black male or Black women or Black youth or People living with disabilities	10	
		Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
		Other	0	

## SECTION 4: LIST OF RETURNABLE DOCUMENTS

### 1.4. Returnable Documents

#### 1.4.1. Mandatory Returnable documents

ACSA will disqualify from the bid process any bidder that has failed to submit mandatory returnable documents and information. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. **In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not.**

#### 1.4.2. Other Returnable Documents and information

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

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

RETURNABLE DOCUMENTS AND INFORMATION	MANDATORY	ADMINISTRATIVE	SUBMITTED [Yes/No]
<i>SBD 3.3: Priced offer</i>			
<i>Declaration of Interest Form and Politically Exposed Persons</i>			
<i>SBD 4 Bidder's Disclosure Form</i>			
<i>SBD 6.1 Preference Points Claim Form</i>			
<i>Confidentiality and Non-Disclosure Agreement</i>			
<i>BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit</i>			
<i>Verifiable medical certificate of report as proof of disability(For preference claims)</i>			
<i>Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>			
<i>Certificate of Incorporation of the bidding entity showing ownership split</i>			
<i>Central Supplier Database Report (CSD)</i>			
<i>VAT Questionnaire</i>			
<i>ACSA Terms and Conditions</i>			
<i>Add other returnable documents specific to this bid. Delete if not applicable.</i>			

## 2. Validity of submitted information

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



## SECTION 5: RETURNABLE DOCUMENTS

### FORM 5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

#### Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid

in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare

his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids.

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

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

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

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

Full name of the bidder or representative of the bidding entity

---

Identity Number

---

Position held in the bidding entity

---

Registration number of the bidding entity

---

Tax Reference number of the bidding entity

---

VAT Registration number of the bidding entity

---

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



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

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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 5. 3 BIDDER'S DISCLOSURE FORM**

**SBD 4**

**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.

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Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
.....  
.....

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

2.3.1 If so, furnish particulars:  
.....  
.....

**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

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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.



used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

**SBD 6.1****FORM 5.3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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 To be completed by the organ of state**

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals / Preference .

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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:

$$\begin{array}{ccc} \mathbf{80/20} & & \mathbf{or} \\ Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & & \mathbf{or} \end{array}$$

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & & \mathbf{or} & & \mathbf{90/10} \\ Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & & \mathbf{or} & & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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—
- 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
  - 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.

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

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

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	20	
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
51% owned by Black male or Black women or Black youth or People living with disabilities	10	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Other	0	



**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

.....

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

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



**FORM 5.4 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**("Airports Company")**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

**[NAME OF SERVICE PROVIDER]**

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

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

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -



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



For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.

- 1.2 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.4 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.5 “the parties” – the Airports Company and \_\_\_\_\_.

## 2. **INTRODUCTION**

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

## 3 **USE OF CONFIDENTIAL INFORMATION**

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

**4 NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that –

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

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

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

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

4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

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

**5. COPIES**

5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".

5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –

- 5.2.1 where copies of the confidential Information are held;
- 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
- 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

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

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

## 7. **DURATION**

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

## 8. **TITLE**

- 8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
  - 8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.

- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
  - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.



SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_

**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 \_\_\_\_\_ 2025

\_\_\_\_\_

**[NAME OF SERVICE PROVIDER]**

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

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

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

**AS WITNESSES**

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

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



**FORM 5.5: RECORD OF ADDENDA**

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

Attach additional pages if more space is required

Signed..... Date.....

Name..... Position.....

Tenderer.....



**FORM 5.6: Certificate of Authority for Joint Ventures (JV)**

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/Mrs/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.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature:  Name..... Designation..... Date.....
		Signature:  Name..... Designation..... Date.....



		Signature:  Name..... Designation..... Date.....
--	--	--

**FORM 5.7: ACCEPTANCE OF TERMS AND CONDITIONS OF RFQ AND BIDDER’S PARTICULARS**

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

Proposal No: **RFQ No.73037**

**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 for Professional Engineering Services for the Refurbishment of Electrical engineering infrastructure project at George 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) days* calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		2025
-------------------------	--	-------------	--	--------	--	------

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	



**FORM 5.8: Certificate of Attendance of the Non-Compulsory Site Inspection**

This is to certify that

I, .....

Representative of (tenderer).....

of (address).....

.....

e-mail .....

telephone number

.....

attended the non-compulsory site inspection held on date.....

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA  
Representative:

Name and Signature: .....



**Appendix A: Certified I.D for Directors / Trustees / Members / Shareholders and Senior management of the bidding entity**

Signed

Date

Name

Position

Tenderer

.....

.....

.....

.....



**Appendix B: Certificate of Authority to Sign Tender**

Insert certified copy of an extract from the minutes of a meeting of the Board of Directors or Members authorizing the person who signs the Submission to sign it on behalf of the Company, Corporation or Firm.

Signed

Date

Name

Position

Tenderer



**Annexure C: Tendering Organization Experience**

**a) Schedule of the Tenderer’s Experience – Engineering Consultancy Services**

Bidders to present professional **Engineering Consultancy Services** experience on **completed projects (within the last 12 years)**. This must be related to automated **Aircraft Gates/ General Aviation/ Prison/ Military access gates/ Mechanical drive systems (drive motors, gearboxes, couplings)** projects. Construction value of each completed project listed **must be equal to or greater than R2 million (Excl. Vat)**.

Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed.

As a minimum the bidder is to have successfully completed at **least one project**.

Bidders should very briefly describe the experience in this regard and attach to the schedule below.

The description should be in tabular format, with the below headings.

Refer to functionality evaluation criteria as described in Section 3.

Projects	Name of Client (For which a <b>same or similar</b> service was rendered)	Project Name and Scope of Works (Refer to functionality)	Value of Construction Contract Ex. VAT	Performance Period (Date)		Reference (Client contact details)
				Construction Start Date	Construction End Date	
Project No. 1						Name: .....  Tel: .....  Email: .....
Project No. 2						Name: .....  Tel: .....  Email: .....



Projects	Name of Client (For which a <b>same or similar</b> service was rendered)	Project Name and Scope of Works (Refer to functionality)	Value of Construction Contract Ex. VAT	Performance Period (Date)		Reference (Client contact details)
				Construction Start Date	Construction End Date	
Project No. 3						Name: .....  Tel: .....  Email: .....
Project No. 4						Name: .....  Tel: .....  Email: .....
Project No. 5						Name: .....  Tel: .....  Email: .....

- The Tenderer must complete Appendix C. Failure to complete may result in disqualification.
- Contactable references must be provided.
- Projects listed must be completed projects. Ongoing/incomplete projects will not be evaluated.



**AIRPORTS COMPANY**  
SOUTH AFRICA

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



**Annexure D: Client Reference Letters**

**\*Attach a copy of signed Client Reference letters for ALL projects listed in Annexure B for evaluation purposes.**

A valid Client Reference letter may indicate the following:

- a. The information should be on a client letterhead/ stamped letter.
- b. Project Name
- c. Service Provider Name (Tenderer)
- d. Scope of services rendered by the tenderer.
- e. Construction value
- f. Client Representative/ Principal Agent/ Project Lead details (name, surname, designation, phone number and email address).

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			


**Annexure E: Key Personnel CV and Experience**
**CV and Experience of Lead/Principal Engineer**

<b>Position held:</b>		<input type="checkbox"/> Lead/Principal Engineer/ Engineering Technologist	
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as an Engineer			
Professional Body:			
Registration No.			
<b>Personal Project Experience:</b>			
Project 1	Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 2	Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT)		
	Commencement Date		
	Completion Date		



	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 3	Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 4	Construction Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 5	Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT)		
	Commencement Date		



	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data.

Complete the above Template and attach a **detailed CV** indicating projects completed (year completed, start and end dates) as an Electrical Lead Engineer/ Engineering Technologist.

**Note:**

- **Experience of Lead/Principal Engineer**
  - Project Experience must be related to projects implemented from Initiation/ Design phase to Close Out. Refer to functionality criteria.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



**Annexure F: Proof of Professional Registration for the following:**

- Lead Engineer

<u>PROFESSIONAL REGISTRATION CERTIFICATE SUPPLIED</u>	<u>YES</u>	<u>NO</u>
Lead Engineer		

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

## Annexure G: Transformation Framework and Specification forms

Airports Company South Africa aims to contract predominantly with Empowering Suppliers per the definition in P010 004P (ACSA internal transformation policy) were this relates to:

- an increase in local production,
- raw material beneficiation
- retention and employment of black people
- the transfer of skills to black owned EME's and QSE's.

### 1. Contract Participation Goals (CPG)

CPG refers to the extent to which the contracted resources achieve predetermined transformation objectives, expressed as a percentage (%) of the contract value. Bidders are expected to achieve this target by the end of the project.

2. Bidders are to submit a transformation proposal meeting the CPG target for all contracts over R1m including VAT.

3. CPG for this contract will be at 50% which will consist of the following elements:

- 3.1. Equity (Target 50%): 40% weighting.
- 3.2. Management (Target 50%): 10% weighting
- 3.3. Enterprise and supplier development: 50% weighting
- 3.4. Socio economic development: 2.5% weighting

*Refer to table below which provides for a calculation table used to calculate the CPG score.*

4. To facilitate achievement of targets set out in 3, and transfer of skills, the tenderer **may** subcontract up to 30% of the contract value to sub-consultant that are black women owned, black youth owned, PWPDO, or allocate to EME, QSE that are 51% black owned entities.

5. In the event that the Contractor/consultant fails to substantiate that any failure to achieve the contract participation goal relating to the granting of a preference was due to quantitative underruns, the elimination of items, or any other reason beyond the Consultant's control which may be acceptable to the Employer, the Contractor/Consultant shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = (0,15 \times (D - Do) \times CA) / 100$$

- where D is the tendered contract participation goal percentage;



- Do is the contract participation goal which the Employer’s representative, certifies based on the credits passed, as being achieved upon completion of the contract;
- CA is the contract amount.
- P is the monetary value of penalty payable

No financial award is due for over performance on CPG.

***In addition to acknowledging the below, Tenderers must submit a proposal indicating how the targets stated in three (3) and/or four (4) above will be achieved.***

6. Acceptance:

I/We \_\_\_\_\_ acknowledge that I/we have read and understood the contents of this section and we will further achieve the Contract Participation Targets stated above per clause three (3) of this section by the end of this project.

Signed: .....

Date: .....

Name: .....

Position: .....

Tenderer:

.....



**Contract Participation**

**Transformation score sheet**

*(Only Populate the white blocks/cells)*

Ownership target 51%	Method	% of contract executed by prime contractor	% Black Ownership	Effective	Total CPG/ Element	Weighting CPG	Contract CPG
Ownership target 51%	Method 1	70%	55%	0.385	69%	40%	27%
	Method 2	30%	100%	0.3			
	Method 3	0%	53%	0			
Management target 51%	Method 1	70%	55%	0.385	69%	10%	7%
	Method 2	30%	100%	0.3			
	Method 3	0%	53%	0			
Skills Development	Method 2	30%	100%	0.3	30%	0%	0%
	Method 3	0%	53%	0			
	Method 2	30%	100%	0.3			
Method 3	0%	53%	0				
ESD	Method 2	30%	100%	0.3	30%	3%	1%
	Method 3	0%	53%	0			
	Method 2	30%	100%	0.3			
Method 3	0%	53%	0				
SED	Method 2	30%	100%	0.3	30%	3%	50%
	Method 3	0%	53%	0			
	Method 2	30%	100%	0.3			
Method 3	0%	53%	0				



**AIRPORTS COMPANY**  
SOUTH AFRICA

**Annexure H: Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD)**



**Appendix I: Eligibility for Preference Points (B-BBEE Recognition Level)**

1. Valuation of preference points is based on tenderer’s B-BBEE verification certificate:
  - a) The certificate shall have been issued by:
    - i. A verification agency accredited by South African National Accreditation System (SANAS);
    - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
  - b) The verification certificate must be valid at the tender closing date
  
2. In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
  - a) The verification certificate shall identify:
    - i. The name and domicilium citandi et executandi of the tenderer
    - ii. The registration and VAT number of the tenderer
    - iii. The dates of granting of the B-BBEE score and the period of validity
    - iv. The expiry date of the verification certificate
    - v. A unique identification number
  
3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
  - a) The name and/or mark/logo of the B-BBEE verification agency.
  - b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
  - c) The B-BBEE status level
  - d) The SANAS or IRBA logo on the verification certificate.
  - e) The B-BBEE procurement recognition level.
  - f) The score achieved per B-BBEE element.
  - g) The % black shareholding.
  - h) The % black woman shareholding.
  - i) The % black persons with disabilities.
  
4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency’s standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also submitted.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



**Annexure J: Certified Valid B-BBEE Verification Certificate (please attach here)**

The bid must include an original or certified copy of the B-BBEE verification certificate issued by SANAS accredited ratings agency, or an IRBA Registered Accounting Practice. The certificate should be an original or a certified copy.

If bidding entity is an EME or QSE a Sworn Affidavit

**In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.**

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



**Annexure K: Letter of Good Standing with the Workers Compensation Commissioner**

Attach letter of good standing with Workmen's Compensation in accordance with the *Compensation for Occupational Injuries and Diseases Act, 1993 – COIDA*.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



**Annexure L: SARS Tax Clearance Certificate**

All bid submissions must have a **valid original or certified tax clearance certificate or SARS Pin** as part of the compliance requirements. If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax clearance certificates in their personal capacities.

Please also attach: **Identity documents of the Directors and Certificate of Incorporation**

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



**Annexure M: Certification of Staff Availability**

I certify on the behalf of \_\_\_\_\_  
 (Print Name of Tender)

Undertake that the same staff as proposed within this tender (including those proposed in the technical evaluation/functionality) will be utilized for this contract. Should the staff become unavailable at the start of or during the contract, for reasons beyond the organisations control, alternative staff (equivalent or better) are to be proposed and approved by the employer. The proposed alternative staff are to be equivalent (with respect to experience and qualifications) to the staff which are proposed for this tender.

**The below declaration must be completed by each of the Key Resources assigned to this project. Please attach signed declaration/s with this Tender.**

As an employee of Company \_\_\_\_\_ I hereby consent / do not consent to the use of my personal and professional information for the purposes of this bid ONLY, and shall remain confidential according to the POPIA ACT Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21.

Employee Name and Surname: \_\_\_\_\_

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

Employee # \_\_\_\_\_

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

**Annexure N: POPIA AGREEMENT**

**CONFIDENTIALITY AND DATA PROTECTION**

Save as provided in this clause (*Confidentiality and Data Protection*), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:

in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;

any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

In the event that a Party is required to disclose confidential information as contemplated in this clause, such Party will:

advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible;

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the service provider (referred to as Operator in POPIA) shall observe the following principles when processing personal information on behalf of the Company (referred to as Responsible Party in POPIA):

the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions;

the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence;

the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information;

the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;



the Service Provider shall only engage a sub-operator with the Company’s prior authorisation and under a written contract;

the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights;

taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments;

the Service Provider shall delete or return all personal information to the Company (at the Company’s choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and

the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.

**1. SIGNATURES**

**FOR AIRPORTS COMPANY SOUTH AFRICA**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

\_\_\_\_\_

**FOR SERVICE PROVIDER**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

AUTHORIZED SIGNATORY \_\_\_\_\_



**Annexure O: OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT**

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 Of 1993), AS AMENDED & CONSTRUCTION REGULATION 5.1(k)**

**OBJECTIVES**

To assist Airport Company South Africa SOC Limited in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

**To this end an Agreement must be concluded before any contractor/ subcontracted work may commence**

**The parties to this Agreement are:**

<p><b>Name of Organisation:</b></p> <p><b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</b></p>
<p><b>Physical Address:</b></p> <p><b>Airport Company South Africa South Africa SOC Limited</b></p> <p><b>Western Precinct, Aviation Park</b></p> <p><b>O.R. Tambo International Airport</b></p> <p><b>1 Jones Road</b></p> <p><b>Kempton Park</b></p> <p><b>1632</b></p>

**Hereinafter referred to as “Client”**

<p><b>Name of organisation:</b></p>
<p><b>Physical Address</b></p>

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

## 1. DEFINITIONS

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to the Company;
- 1.3 "Parties" means the company and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to the company;
- 1.5 "Stakeholder" refers to companies conducting business at the company premises or within close proximity where there is an interface with company operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

- 1.7 "SHE" means Safety, Health and Environment.

**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

- a) The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

**THE UNDERTAKING**

The Mandatory undertakes to comply with:

**2. REPORTING**

The Mandatory and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

**3. WARRANTY OF COMPLIANCE**

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

**4. SHE Risk Management**

- 4.1 The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document shall include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

**5. MEDICAL EMERGENCY RESPONSE**

The Mandatory shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatory intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatory shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

**6. APPOINTMENTS AND TRAINING**

- 6.1 The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatory shall immediately be provided to the Client.
- 6.2 The Mandatory shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom shall be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatory shall further ensure that all his / her employees are trained on the health and safety aspects

relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

## **7. SUPERVISION, DISCIPLINE AND REPORTING**

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

## **8. COOPERATION**

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

## **10. HEALTH AND SAFETY MEETINGS**

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the

committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.

- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

## **11. COMPENSATION REGISTRATION/INSURANCE**

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that shall adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## **12. MEDICAL EXAMINATIONS**

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

## **13. INCIDENT REPORTING AND INVESTIGATION**

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This

shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.

- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

#### **14. SUBCONTRACTORS**

- 14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

#### **15. SECURITY AND ACCESS**

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

#### **16. FIRE PRECAUTIONS AND FACILITIES**

- 16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.
- 16.2 This includes participating on planned and unplanned emergency drills organised the Client.

#### **17. FACILITIES**

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

#### **18. HYGIENE AND CLEANLINESS**

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

#### **19. INTOXICATION AND SUBSTANCE ABUSE**

- 19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.
- 19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.
- 19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

## **20. PERSONAL PROTECTIVE EQUIPMENT**

- 20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.
- 20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.
- 20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

## **21. PLANT, MACHINERY AND EQUIPMENT**

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and shall be safe and without risks to health and safety when properly used.

## **22. USAGE OF THE CLIENT'S EQUIPMENT**

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

## **23. PERMIT MANAGEMENT**

- 23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.
- 23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

## **24. TRANSPORTATION**

- 24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.
- 24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

**25. CLARIFICATION**

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

**26. DURATION OF AGREEMENT**

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

**27. NON-COMPLIANCE WITH THE AGREEMENT**

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non compliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- Apply penalties as stipulated on the main contract between Mandatary and the Client.
- To claim immediate performance and/or payment of such obligations.
- Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

**28. INDEMNITY**

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immovable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

**29. COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993**

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees shall at all times comply with the following conditions:

- All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
- The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

**30. FURTHER UNDERTAKING**

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing. A copy of this letter must be made available to the Client.



The Contract/Project Manager shall sign this agreement as the Client's representative.

**31. ACCEPTANCE OF MANDATARY**

In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 and section 5.1(k) of the Construction Regulations 2014,

I ..... a duly authorised 16.2 Appointee acting for and on behalf of

.....(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatar y – WCA/ Federated Employers Mutual No.....

Expiry date .....

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF MANDATARY**

\_\_\_\_\_  
**DATE**

(Warrant his authority to sign)

Witnesses:

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

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

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**

\_\_\_\_\_  
**DATE**

**AIRPORT COMPANY SOUTH AFRICA SOC LIMITED**

Witnesses:

3. \_\_\_\_\_

4. \_\_\_\_\_


**Annexure P: ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK (EMS 048)**

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for Airports Company South Africa SOC Limited. The Company shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	Environmental Policy shall be communicated, comprehended and implemented by all appointed contractor staff (refer to <a href="#">Environmental Management Policy T010 001P</a> ).
<b>Stormwater, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>• No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources.</li> <li>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Company immediately. Contractors shall supply their own suitable clean-up materials where required.</li> <li>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on Company property. It is the contractor's responsibility to determine the location of these areas.</li> <li>• No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>• Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>• All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.</li> <li>• The Contractor shall comply with the applicable regulations with regard to noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>• Waste shall be separated as general or hazardous waste.</li> <li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>• Contractors shall always maintain a tidy, litter free environment in their work area.</li> <li>• Contractors must keep on file:               <ol style="list-style-type: none"> <li>1. The name of the contracting waste company</li> <li>2. Waste disposal site used</li> <li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>5. Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Company immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.</li> </ul>



ISSUE	REQUIREMENT
<b>Water and Energy Consumption</b>	The Company promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
<b>Training &amp; Awareness</b>	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

**Penalties**

Penalties shall be imposed by the Company on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Company accordingly.

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

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

I, \_\_\_\_\_ (name & surname) of \_\_\_\_\_ (company)

agree to the above conditions and acknowledge Airports Company South Africa SOC Limited's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: \_\_\_\_\_ (airport name).



**Annexure Q:**

**NEC3 PROFESSIONAL SERVICES CONTRACT DOCUMENT  
(To be completed and returned with the Bid Document)**

## SECTION 8: 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	VAT
1.			

ACSA management will use the following link to check your registration. [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.