



**REQUEST FOR QUOTATION FOR THE PROVISION OF ELECTRICAL SPARES AT AIRPORTS, OPERATED BY AIRPORTS COMPANY SOUTH AFRICA (ACSA) SOC PTY LTD**

**Airport** : KING SHAKA INTERNATIONAL AIRPORT

**Tender Number:** : REQUISITION 27424

**Issue Date** : 26 July 2022

**Closing Date** : 02 August 2022 at 12:00pm

**Briefing Session Date and Time** : N/A

**Venue** : SUPPLY AND DELIVER AT KING SHAKA INTERNATIONAL

<b>Bidding Company Name</b>	
<b>Representative Name</b>	
<b>Signature</b>	
<b>Date</b>	



## 1. SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to RFQ documents

The documents are available on [www.etenders.gov.za](http://www.etenders.gov.za) from **26 JULY 2022**. Electronic copies of the tender documents will be available for download on the National Treasury website during the same period. No bid documents will be available at the briefing session.

### 1.2. Submission of bid documents

#### **BID SUBMISSION INSTRUCTIONS ARE AS FOLLOWS :**

- The Bid Documents must be submitted via email using the following email address below :

[Victoria.selepe@airports.co.za](mailto:Victoria.selepe@airports.co.za)

- **Submit in pdf format**
- **Please send an additional email to the email address above, stating that you have made a submission once you have sent all your attachments.**
- **Nb: no late tenders will be accepted**

### 1.3. Alternative Bids

No alternative bids will be considered.

### 1.4. Late Bids

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

### 1.5. Clarification and Communication

Name: Victoria Selepe

Designation: Buyer

Tel:

Email: Victoria.Selepe@airports.co.za



1.5.1. Request for clarity or information on the tender may only be requested until **29 July 2022 @16H00**. 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.

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

#### 1.6. **Compulsory Briefing Session**

N/A

#### 1.7. **Bid Responses**

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

#### 1.8. **Disclaimers**

It must be noted that ACSA reserves its right to:

1.8.1. Award the whole or a part of this tender;

1.8.2. Split the award of this tender;

1.8.3. Negotiate with all or some of the shortlisted bidders;

1.8.4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;

1.8.5. To reject the lowest acceptable tender received; and/or

1.8.6. Cancel this tender.

#### 1.9. **Validity Period**



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

**1.11. 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

Free Fax: 0800 00 77 88

Email: [acsa@tip-offs.com](mailto:acsa@tip-offs.com)

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

Item	Item/ Service Description	Unit of Measure	Quantity
	<b>Supply and delivery of the electrical spares at KSIA</b>	<b>Unit of measure</b>	<b>Quantity required</b>
01	36wx 4pin lamp holders	Each	500
02	36w x4 lamp clips (34mm wide set)	Each	500
03	4ft 1200mm 18W ,180 t0277VAC LED T8 glass tubes	Each	300
04	5ft 24W DLML-T8 1500mm	Each	300
05	28w fluorescent	Each	300
06	Doom multi-insect killer 300ml	Each	20
07	250w Metal Halide tubular and ceramic bulb holders	Each	200
08	150W tubular son T lamp	Each	200
09	36w Osram Ballast x 3lamps	Each	200
10	26w Ballast x 2lamps	Each	200
11	13w Ballast x 2lamps	Each	200
12	220v ,40w Mesmerize lighting LED Panel (600 X600)	Each	300
13	LED tec-S surface mounted,160LEDNW-142W-20754im ,220-240V,50HZ white canopy light fitting	Each	10
14	250w ballast	Each	20
15	5ft 58w Florescent cool white tubes	Each	1500
16	10mmx 40mm bolts and spring nuts(galvanized)	Each	300
17	10mm square fender washers(galvanized)	Each	300
18	1mm solid panel wire x red, white, blue and green	Each	5
19	32A Ceramic Cartridge Fuse, 22 x 58mm	Each	10
20	30 w fluorescent tube	Each	300
21	54w fluorescent tube	Each	300

### 3. SECTION 3: PREFERENCE POINTS AND PRICE



### 3.1. Preference Points Claims

- 3.1.1. In terms of the PPPFA and its regulations only a maximum of 20 points may be awarded for preference. The preferential point systems are as follows:
- 3.1.1.1. The 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
  - 3.1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).
- 3.1.2. The value of this bid is estimated to not exceed R 50 000 000 (all applicable taxes included) and therefore the **80/ 20** system shall be applicable. Preference points for this bid shall be awarded for:

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

	Points
3.2.1. <b>Price</b>	80
B-BBEE Status Level of Contribution	20
<b>Total Points for Price and B-BBEE must not Exceed</b>	<b>100</b>
3.2.2. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
3.2.3. ACSA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by ACSA.	

### 3.3. Definitions

- 3.3.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 3.3.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good



Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 3.3.3. **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 3.3.4. **“Black People”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 3.3.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003;
- 3.3.6. **“Designated Group”** means:
  - 3.3.6.1. Black Designated Groups;
  - 3.3.6.2. Black People;
  - 3.3.6.3. Women;
  - 3.3.6.4. People with disabilities; or
  - 3.3.6.5. Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 3.3.7. **“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 3.3.8. **“EME”** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 3.3.9. **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 3.3.10. **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 3.3.11. **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 3.3.12. **“Person”** includes a juristic person;



- 3.3.13. **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 3.3.14. **“Price”** means all applicable axes less all unconditional discounts;
- 3.3.15. **“QSE”** means a qualifying small business enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 3.3.16. **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 3.3.17. **“Rural Area”** means:
- 3.3.17.1. a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or
  - 3.3.17.2. an area including a large settlement which depends on migratory labour and remittances and govern social grants for survival, and may have a traditional land tenure system;
- 3.3.18. **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 3.3.19. **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 3.3.20. **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 3.3.21. **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and
- 3.3.22. **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

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





### 3.4. Adjudication Using A Point System

- 3.4.1. The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria exist justifying an award to another bidder or ACSA exercises one or more of its disclaimers.
- 3.4.2. Preference points will be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- 3.4.3. Points scored will be rounded off to the nearest 2 decimal places.

### 3.5. Award of Business where Bidders have Scored Equal Points Overall

- 3.5.1. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- 3.5.2. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- 3.5.3. Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

### 3.6. Points Awarded for Price

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

#### 3.6.1. Points Awarded for B-BBEE Status Level of Contribution



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

<b>B-BBEE Level Contributor</b>	<b>Status of</b>	<b>Number of Points (90/10 system)</b>	<b>Number of Points (80/20 system)</b>
1		10	20
2		9	18
3		6	14
4		5	12
5		4	8
6		3	6
7		2	4
8		1	2
Non-compliant contributor		0	0

- 3.6.1.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.
- 3.6.1.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.
- 3.6.1.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 3.6.1.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.



- 3.6.1.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 3.6.1.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 3.6.1.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

### 3.7. Bid Declaration

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

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

B-BBEE Status Level of Contribution: \_\_\_\_\_ = \_\_\_\_\_ (maximum of 10 or 20 points) (Points claimed in respect of paragraph 0 must be in accordance with the table reflected in paragraph 3.6.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

### 3.8. Sub-Contracting

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

3.8.2. If yes, indicate:

3.8.2.1. The sub-contracted percentage is: \_\_\_\_\_%

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

3.8.2.2.1. black ownerships is: \_\_\_\_\_

3.8.2.2.2. black youth ownership is: \_\_\_\_\_



- 3.8.2.2.3. black women ownership is: \_\_\_\_\_
- 3.8.2.2.4. black people with disabilities ownerships is: \_\_\_\_\_;
- 3.8.2.2.5. black people in rural areas, underdeveloped areas or townships ownerships is: \_\_\_\_\_
- 3.8.2.2.6. black ownership of the co-operative is: \_\_\_\_\_
- 3.8.2.2.7. black people who are military veteran ownership is: \_\_\_\_\_
- 3.8.2.2.8. Combined ownership of any of the above is: \_\_\_\_\_.

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

3.8.3.1. The name of the sub-contractor is: \_\_\_\_\_

3.8.3.2. The B-BBEE status level of the sub-contractor is: \_\_\_\_\_

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

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

### 3.9. Declaration with Regard to the Bidder

- 3.9.1. **Name of bidding entity** \_\_\_\_\_
- 3.9.2. **VAT Registration** \_\_\_\_\_
- 3.9.4. **Company registration number:** \_\_\_\_\_
- 3.9.5. **Type of company / firm:** \_\_\_\_\_

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety



- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**3.10. Describe principal business activities**

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**3.11. Company Classification**

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

[TICK APPLICABLE BOX]

**3.12. Total numbers of years the company / firm has been in business:**

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

3.13.1. The information furnished is true and correct.

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

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



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

3.13.4.1. Disqualify the person from the bidding process;

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

3.13.4.3. Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

3.13.4.5. Forward the matter for criminal prosecution.

**Witnesses:**

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

<div style="text-align: center; margin-top: 100px;">_____ Signature(s) of bidder(s)</div>
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2. \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

#### **4. SECTION 4: EVALUATION CRITERIA**

##### **4.1. Evaluation Criteria**

ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for pre-qualifying criteria/ functionality/ Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum



requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

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

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

<b>Stage 1</b>	<b>Check if Bidder meets the pre-qualifying criteria</b>
<b>Stage 2</b>	<b>Check if all mandatory documents have been received</b>
<b>Stage 3</b>	<b>Evaluate on functionality or the technical aspect of the bid</b>
<b>Stage 4</b>	<b>Evaluate price and Preference (B-BBEE)</b>
<b>Stage 5</b>	<b>Post tender negotiations (if applicable)</b>

#### 4.3. Mandatory Requirements

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

- 4.4.1 Acceptance of Airports Company South Africa's tender terms and conditions
- 4.4.2 Registered on CSD
- 4.4.3 Duly signed Declaration of interest form

#### 4.4. Functionality

5. ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for local production and content/ Supplier Development/ functionality/technical/Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable



documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

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

#### 6.1. Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **80/20**. Price will amount to 80 points, whilst preference will be 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exist, justifying an award to another bidder or ACSA splits the award or cancels the tender, *etcetera*.

The Bidder to provide the following:

- A detailed schedule providing a breakdown of the Bidders price. It is important that the bidder lists all the assumptions made to calculate the final total.
- All prices to be in ZAR excluding VAT and another total including VAT.

## 7. SECTION 5: RETURNABLE DOCUMENTS

### 7.1. Mandatory Returnable documents

ACSA will disqualify from the tender process any bidder that has failed to submit mandatory returnable documents and information on the closing date and time. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not. The mandatory documents and information are as follows:

### 5.2 Returnable Documents and information

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Declaration of Interest Form Section 7	
Declaration of Forbidden Practices Section 8	
Bidders must accept the ACSA Terms and Conditions Section 9	





Terms and Conditions of RFP Section 10	
SBD 4 Declaration of interest	
Other Functional Evaluation Criteria Returnable Submissions	

**5.3** 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 documents are as follows:

<b>OTHER RETURNABLE DOCUMENTS AND INFORMATION</b>	<b>SUBMITTED [Yes or No]</b>
Tax Clearance Certificate (ACSA may not award a tender to a bidder whose tax affairs have not been declared to be in order by SARS) Appendix L	
Names and identity numbers of Directors Appendix L	
Certificate of Incorporation Appendix L	
Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD) Appendix M	
Latest Audited Financial Statements	

## **8. Validity of submitted information**

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



## SECTION 7: DECLARATION FORM

### 7.1 Making a Declaration

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

### 7.2 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 a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.

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

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### 7.3 Full Names of Directors / Trustees / Members / Shareholders of the bidding entity

Full Name	Identity Number	Personal Income Tax Reference Number
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- 7.4 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



## SECTION 8: DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

	Description	Penalty	Organ of State / State Owned Company
a)			
b)			

Furthermore, I/We declare that to the best of my/our knowledge there is /are no further practices to be declared or which are in the process of being finalised. The following are alleged practices which have not yet been finalised.

	Description	Organ of State / State Owned Company
a)		
b)		

This declaration was signed on \_\_\_\_\_ of \_\_\_\_\_ 2022\_\_\_\_\_

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

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

Signature: \_\_\_\_\_



## SECTION 9: TERMS AND CONDITIONS OF RFP

### 9.1 Conditions of the request for proposal

- 9.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.
- 9.1.2 Any bids received after the tender closing date and time of **02 August 2022 at 12:00pm** shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.
- 9.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.
- 9.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA's terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.
- 9.1.5 ACSA or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 9.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
  - a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
  - b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.
- 9.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.
- 9.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any



other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a successful bidder is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful bidder.

- 9.1.9 ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.
- 9.1.10 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 9.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.
- 9.1.12 Appendix 1 must be executed in the name of the business actually proposing to perform the Services if awarded the contract. Appendix 1 must be signed by an authorised representative of the bidder.
- 9.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture may complete and sign Appendix 1. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign Appendix 1 on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.

## **9.2 Binding Arbitration Provision**

- 9.2.1 It is a condition of participation in this RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
  - Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
  - Concerning any aspect of the RFP process to anything done or decided there under: or
  - Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- 9.2.2 Such arbitration shall be by a single arbitrator who shall be –



- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
  - The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- 9.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 9.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- 9.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 9.2.6 The arbitration shall be held in Johannesburg in the English language.
- 9.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.
- 9.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

### **9.3 RFP Acceptance**

- 9.3.1 ACSA reserves the right to reject: -
- a. Incomplete bids;
  - b. Late bids;
  - c. Conditional bids; and
- 9.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 9.3.3 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.



- 9.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 9.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.
- 9.3.6 ACSA reserves the right to not award more than one contract to a Bidder.
- 9.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority.

## SECTION 10: ACSA TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

TO: Airports Company South Africa Limited.

Bid No: RFQ 69680

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

Bidder:	
Physical Address:	





Correspondence to be addressed to:	
Fax Number:	
Phone numbers:	
Email Address:	
Contact Person:	

## 2. Proposal Certification

We hereby submit a Proposal in respect of Appointment of a Service Provider to provide Integrated Report Services for a period of three (3) years 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 documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Tender Board's decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- 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 Tenderer for a period which lapses after eighty-four (84) working days calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		2022
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Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	



- i) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- ii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iii) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....