

**Tender Reference: ORTIA8189/2026/RFP**
**Request for Bids for the Provision of Comprehensive Pest Control Services for a Period not exceeding sixty (60) months at Airports Company South Africa's O.R. International Airport with tender reference number ORTIA8189/2026/RFP**
**11 August 2026**

Indicate which service/s you are submitting your bid for by ticking the box provided. (Bidder(s) / Tenderers can participate in one or more discipline by selecting those that they are interested in and will be evaluated on what they select). Bidders are requested to also submit signed contracts for the various disciplines they select.

| Number | Services                            | √ |
|--------|-------------------------------------|---|
| 1      | Comprehensive Pest Control Services |   |

**Bid Number : ORTIA8189/2026/RFP**
**Issue Date : 11 August 2026**
**Closing Date and Time : 08 September 2026 at 12H00**
**Non-Compulsory Session Date and Time : 19 August 2026 at 10H00 (Viewing Deck Boardroom at ACSA Corporate Offices 3<sup>rd</sup> Floor)**
**Non- Compulsory Site Inspection : 19 August 2026 (Site inspection will be conducted at ORTIA after the briefing session)**

Tel +27 11 723 1400 Fax +27 11 453 9354

 Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632  
 P O Box 75480, Gardenvue, Gauteng, South Africa, 2047  
[www.airports.co.za](http://www.airports.co.za)

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393

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

|                                                                                                          |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA</b>               |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| BID NUMBER:                                                                                              | <b>ORTIA8189/2026/RFP</b>                                                                                                                                                            | <b>CLOSING DATE:</b> | <b>08 September 2026</b>                                          | <b>CLOSING TIME:</b>          | <b>12h00 am</b>                                                                                      |
| DESCRIPTION                                                                                              | Request for Bids for the Provision of Comprehensive Pest Control Services for a Period not exceeding sixty (60) months at Airports Company South Africa's O.R. International Airport |                      |                                                                   |                               |                                                                                                      |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>               |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| <b>The Tender Box C</b> , located at:                                                                    |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| 1 Jones Road, Airports Company South Africa SOC Limited Tender Offices                                   |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| North Wing, 3rd Floor, O.R. Tambo International Airport                                                  |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| <b>(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)</b> |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                    |                                                                                                                                                                                      |                      | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                    |                               |                                                                                                      |
| CONTACT PERSON                                                                                           | Davis Mthethwa                                                                                                                                                                       |                      | CONTACT PERSON                                                    | Davis Mthethwa                |                                                                                                      |
| TELEPHONE NUMBER                                                                                         | 011 723 1400                                                                                                                                                                         |                      | TELEPHONE NUMBER                                                  | 011 723 1400                  |                                                                                                      |
| FACSIMILE NUMBER                                                                                         |                                                                                                                                                                                      |                      | FACSIMILE NUMBER                                                  |                               |                                                                                                      |
| E-MAIL ADDRESS                                                                                           | davis.mthethwa@airports.co.za                                                                                                                                                        |                      | E-MAIL ADDRESS                                                    | davis.mthethwa@airports.co.za |                                                                                                      |
| <b>SUPPLIER INFORMATION</b>                                                                              |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| NAME OF BIDDER                                                                                           |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| POSTAL ADDRESS                                                                                           |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| STREET ADDRESS                                                                                           |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| TELEPHONE NUMBER                                                                                         | CODE                                                                                                                                                                                 |                      | NUMBER                                                            |                               |                                                                                                      |
| CELLPHONE NUMBER                                                                                         |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| FACSIMILE NUMBER                                                                                         | CODE                                                                                                                                                                                 |                      | NUMBER                                                            |                               |                                                                                                      |
| E-MAIL ADDRESS                                                                                           |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| VAT REGISTRATION NUMBER                                                                                  |                                                                                                                                                                                      |                      |                                                                   |                               |                                                                                                      |
| SUPPLIER COMPLIANCE STATUS                                                                               | TAX COMPLIANCE SYSTEM PIN:                                                                                                                                                           |                      | 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<br>[IF YES ENCLOSE PROOF]                                                                                                   |                      | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |

Tel +27 11 723 1400 Fax +27 11 453 9354

Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

P O Box 75480, Gardenview, Gauteng, South Africa, 2047

[www.airports.co.za](http://www.airports.co.za)

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

**PART B****TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**Tel +27 11 723 1400 Fax +27 11 453 9354**

**Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632**

**P O Box 75480, Gardenview, Gauteng, South Africa, 2047**

**[www.airports.co.za](http://www.airports.co.za)**

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393

## SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to bid documents

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

#### Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. Bid documents must be submitted on or **before 12h00 AM on 08 September 2026** using the following method(s):

##### 1.1.1. Hand delivery/Tender Box

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

#### **Tender Box C**

The Tender Box A is located at:  
1 Jones Road, Airports Company South Africa SOC Limited Tender Offices  
North Wing, 3<sup>rd</sup> Floor  
O.R. Tambo International Airport

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

### 1.2. Late Bids

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

### 1.3. Clarification and Communication

|              |                                                                                         |
|--------------|-----------------------------------------------------------------------------------------|
| Name:        | <u>Davis Mthethwa</u>                                                                   |
| Designation: | <u>Senior Buyer</u>                                                                     |
| Email:       | <u><a href="mailto:davis.mthethwa@airports.co.za">davis.mthethwa@airports.co.za</a></u> |
|              | <u></u>                                                                                 |

1.3.1. Request for clarity or information on the bid may only be requested until 26 August 2026  
Any responses to queries or for clarity sought by a bidder will also be sent to all the invited bidders.

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

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

#### **1.4. Non-Compulsory Briefing Session-on Site**

A non-compulsory briefing session will be held on **19 August 2026 at 10h00 AM**. The session will be held at the following location:

**Viewing Deck Boardroom at ACSA Corporate Offices  
3<sup>rd</sup> Floor (Ask the reception as it is on the same floor)**

---

#### **1.5. 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.

#### **1.6. Disclaimers**

It must be noted that ACSA reserves its right to:

- 1.6.1. Award the whole or a part of this bid.
- 1.6.2. Split the award of this bid.
- 1.6.3. Negotiate with all or some of the shortlisted bidders.
- 1.6.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows.
- 1.6.5. To reject the lowest acceptable bid received; and/or
- 1.6.6. Cancel this bid.
- 1.6.7. This bid document must be changed or altered any manner, any change to the content of the bid document will lead to disqualification as it will be changing the terms and conditions of the tender.

#### **1.7. Validity Period**

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

- 1.7.1. ACSA requires a validity period of hundred and twenty (120) business/working 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.

1.8. **Confidentiality of Information**

- 1.8.1. 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.
- 1.8.2. Furthermore,
  - 1.8.2.1. ACSA will not disclose the names of bidders until the bid process has been finalised.
  - 1.8.2.2. 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.
- 1.9. ACSA is a National Key Points therefore has to comply with the laws prescribed by the security cluster of the Country. Bidders may be subjected to security vetting depending on the goods and/or services being provided. ACSA will not contract with a bidder that does not comply with the security vetting requirement.

**Hot – Line**

ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the 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**

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

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393



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

### **Background**

Since its inception 22 years ago, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The company was formed in 1993 as a public company under the Companies Act of 1973, as amended, and the Airports Company Act of 1993, as amended.

ACSA operates South Africa's nine principal airports, comprised of the country's major international airports, namely, O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA) and the smaller regional airports, namely; Bram Fischer (Bram), Upington (UTN), Port Elizabeth (PLZ), East London Airport, George Airport and Kimberley Airport. ACSA's registered corporate office operates from Bedfordview.

The sustained growth in air traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the company's excellent financial performance over time. This has enabled the company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees. In addition, it has allowed the company to extend its business focus to include the promotion of tourism to facilitate economic growth through an increase in job creation and the protection of the environment.

ACSA is focused on creating and operating world-class airports measuring up to international standards. This is evidenced by ACSA's participation in selected airport management. In February 2006, ACSA and a consortium comprising an Indian company GVK and South African listed company, Bidvest, won a concession to manage Mumbai International Airport (MIAL). In addition, ACSA is extensively involved in the expansion, maintenance and management of Guarulhos International Airport (Guarulhos) in Brazil. Guarulhos is currently the largest international airport in Latin America.

### **Purpose of this Tender**

As per the Airfield Standard Operating Procedure B120001ASOP, Rodent and Insect Control, allocates responsibility to Maintenance and Engineering Personnel to ensure safe eradication of rodents or insects at airports so that the health of personnel and passengers is not affected. The services are provided through a service provider that is certified by the Department of Agriculture, Forestry and Fisheries in terms of Section 23 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947.

The bidder shall provide all tools, equipment and labour necessary to ensure that the Pest Control services are provided in accordance with commonly accepted commercial practices, the provisions of this Contract and to ensure



that the premises reflect a world class, high-end and professional appearance and image at all times. The service responsibilities and specifications stipulated shall not be construed as an exhaustive list and the Bidder shall be required to provide ancillary services or to comply with ancillary responsibilities and specifications to the extent that this may be required for the effective compliance with the stipulated responsibilities, subject to prices and approval by ACSA Building and Facilities Management.

The Bidder shall provide the Pest Control services in respect of O.R Tambo International Airport as per detailed specifications in the Bid Document.

Pests referred to in this contract includes but is not limited to the following: cockroaches, rodents, birds and bird nests in buildings, termites, fleas, flies, bees, wasps, hornets, snakes, mosquitoes, ants, crickets, bedbugs and millipedes including the prevention of wood boring insects.

### **Scope of Work**

- Bidder will maintain services of Pests Control at O.R Tambo International Airport that includes all the facilities at Airport Company South Africa (ACSA). The Bidder will be appointed directly by Airports Company of South Africa.
- The Bidder shall provide professional pest control services at all O.R Tambo International Airport Buildings including, restaurants, airline offices, leased premises at passenger terminals, office parks and remote areas.
- The Bidder shall supply all chemicals, tools, labour and all equipment necessary for the proper execution of pest control services.
- Chemicals used must comply with requirements of relevant government authorities and be environmentally friendly.
- The Bidder is to furnish names of all chemicals/insecticides to be used with the authorities' approval to ACSA within 10 days from the award of the contract.
- Only chemicals approved by the Department of Agriculture, South Africa are allowed for application in the premises.
- It is also the Bidder's responsibility that chemical usage does not defer from laws and regulations stipulated by the local and national government.
- All insecticides and chemicals must be used discretely thus treatment should not cause damage or be corrosive to the buildings, equipment and electrical appliances.
- All chemicals which will be stored at ACSA premises are to be properly labelled and stored systematically and neatly.
- The Bidder shall provide their own shelves if required, the Bidder is also expected to provide the relevant Material Safety Data Sheets (MSDS) for ALL chemicals used in and around ACSA premises.
- It is also the Bidder's responsibility to ensure that an updated list and MSDS (Material Safety Data Sheets) be provided to ACSA immediately should there be a change.



- The on-site premises if provided by ACSA are to be maintained by the Bidder in a hygienic manner.
- All proper precautions and safety measures are to be observed by the Bidder when storing chemicals and equipment on ACSA premises.
- The Bidder is to provide safety equipment like fire extinguishers at this storage area.
- Good housekeeping must also be observed at all times.

**Also note the requirements below:**

- a) Provision of a work method statement.
- b) Provision of a continuous improvement plan.
- c) Provision of Risk Assessment.
- d) Provision of Safety file.
- e) Provision of guarantees to completed works in terms of workmanship and materials.
- f) Certain works to be executed after normal operational hours and during normal operational hours prior to approval from the ACSA contracts manager.
- g) No works are to take place without permission and authorisation of the ACSA contracts manager.
- h) Records should be kept of pest activity and bait placements.
- i) No works are to take place if a security breach has not been secured, applies to Airside.

**Areas Covered in the Scope of Work:**

- International arrivals and departures.
- Domestic arrivals and departures.
- Transport Plazas, Car Rentals and Vehicle holding areas.
- General Walkways, sidewalks, subways, bussing gates, stairways and other outside buildings.
- Fire escapes.
- Police and security areas.
- All Security check points, access points and guardhouses.
- All Parkades.
- All common areas.
- International and Domestic Baggage Sortation Halls including conveyers and carousels.
- Terminal Buildings, Office Parks, Cargo, Maintenance offices and workshops and Fire station.
- Smoking shelters.
- ACSA staff parking.
- All courtyards including waste storage rooms, goods receiving yards.
- All Airbridges.
- All Drainage reticulation and service ducts.

- External building perimeter pest infestation.
- X-Ray machines (chemicals to be equipment friendly).
- All Electrical infrastructure (e.g. Substations, localizer buildings, etc.).
- All ACSA storage facilities (e.g. Basements and storerooms).
- Waste sorting areas (e.g. Central Facility Foxtrot 3, etc.).
- All IT infrastructure (e.g. server and plant rooms).
- Sewerage waste facility (airside).
- All service passages and corridors (e.g. Back passages).
- Electronic equipment as and when specified.
- All garden areas in proximity to the terminals.
- Ceilings and roof spaces to all ACSA buildings and facilities.
- Vending machines pay points and containers.
- Protocol Lounge.
- This is not an exhaustive list of areas and may from time to time be adjusted by the ACSA Manager: Building and Facilities Maintenance.

**In addition, the below is also covered by the Scope of Work:**

- Periodical spraying and fumigation of areas in a 6 week cycle.
- Provision of rodent trap boxes and pellets in office areas, parking areas, warehouses, gardens and perimeter fence and replenishing of pellets as and when needed based on inspections done periodically.
- Provision of labour, 2 x certified servicemen, and a vehicle for airside operations and perimeter fence.
- Provision of all equipment and chemicals.
- Provision of uniforms and all relevant personal protective clothing.
- Provision of sub contracted services for birdproof of buildings and terminal areas.
- Provision of sub contracted service for bee removals at airside areas on a call out basis.

**METHOD OF TREATMENT AND FREQUENCY**

- ACSA shall have the right to alter the frequency as and when more efficient methods of treatment is available/approved.
- The Bidder will play a crucial role in ensuring that the premises within ACSA remains pest free all the time.

The table below shows the minimum requirement on operational frequency and method of treatment:

| <b>Types of Services Required</b>                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Frequency</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Immediate collection and disposal of all dead/poisoned & trapped rats or other carcasses.                                                                                                                                                                                                                                                                                                                                                                  | Daily            |
| Service of all crawling insects, rats, mice, cockroaches, termites, bugs, etc (As per the description as previously listed.) To prevent infestations in staff, restaurant, airline, handler spaces.                                                                                                                                                                                                                                                        | Monthly          |
| Install, monitor and change (when necessary) sticky fly traps.                                                                                                                                                                                                                                                                                                                                                                                             | Monthly          |
| Monitor and ensure effectiveness of Ekomile units and other electrical devices and provide a report.                                                                                                                                                                                                                                                                                                                                                       | Monthly          |
| Inspection and treatment against termites in all areas.                                                                                                                                                                                                                                                                                                                                                                                                    | Monthly          |
| Fumigation of the sewerage network against cockroaches.                                                                                                                                                                                                                                                                                                                                                                                                    | Quarterly        |
| Extermination of all pests in and around the entire premises. Placing, removal and replenishment of rodent's baits and glue boards. Glue boards and baits should be placed along all possible rodent running routes. Poisonous baits should never be allowed to contact with food. A detailed rodent report containing details of baits/traps used and their location and results of treatments should be submitted on a weekly and monthly basis to ACSA. | Monthly          |
| Detection and destruction of potential breeding and other harbourage of rats, cockroaches, flies, fleas, mosquitoes and other insects and pests in and around the premises.                                                                                                                                                                                                                                                                                | Monthly          |
| Animal carcass removal and site disinfection including rats, mice, cats, dogs, and birds.<br>Bee removal and relocation.                                                                                                                                                                                                                                                                                                                                   | As necessary     |

The Bidder is expected to service the site daily, adequately trained staff should be on standby for any incident that may occur over weekends and public holidays. This will be treated as an ad-hoc request. The technician will attend to the Helpdesk calls daily prior to the scheduled daily services and treatments.

All chemicals applied within/onto food-service compounds must be of food grade. The Bidder will need to adhere to all the above frequency and inspections. The above maintenance report will need to be submitted to the contract manager monthly as a proof of service conducted. Contract manager will conduct random audits to check if inspections and monthly treatment are not being skipped or manipulated.

The Bidder's attention is drawn to the operational hours of the airport and that certain treatments and inspections can only be undertaken after-hours or at an agreed time to suit operations.

Rare infestations or treatments will be considered on an ad-hoc basis especially where specialist services are required to be sub-contracted. (Please refer to Third-party procured items)

#### **Refer to Section C2.2 for Pricing Data**

**Tel +27 11 723 1400 Fax +27 11 453 9354**

**Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632**

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393

## SECTION 3: EVALUATION CRITERIA

### 1.1. Evaluation Stages

AIRPORTS COMPANY SOUTH AFRICA will use pre-determined evaluation stages when considering received quotations. The evaluation criteria will consider the commitment made for functionality/technical, Price and B-BBEE, Objective Criteria

During the evaluation of received quotation packs AIRPORTS COMPANY SOUTH AFRICA 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 may be disqualified from the RFQ process.

The requirements of any given stage must be complied with prior to progression to the next stage. AIRPORTS COMPANY SOUTH AFRICA reserves the right to give bidders reasonable time to submit information that will be required in Stage 1 below.

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

| Stage 1                                        | Stage 2                           | Stage 3                                                       | Stage 4                        |
|------------------------------------------------|-----------------------------------|---------------------------------------------------------------|--------------------------------|
| Check if all the documents have been received. | Mandatory Administration criteria | Evaluate on functionality or the technical aspect of the bid. | Evaluate price and Preference. |

**Stage 1 check all the documents have been received.**

#### **STAGE 2 - MANDATORY ADMINISTRATION CRITERIA**

- a) Tenderer must submit fully completed and signed Form of Offer (C1.1),
- b) Tenderers must have a valid Pest Control Certificate as provided for by the Agriculture Department, Land Reform and Rural Development (DALRRD in terms of section 10 of act 36 of 1947)

**NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.**

### STAGE 3 FUNCTIONALITY EVALUATION CRITERIA

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

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **65 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and Preference (80/20 split).

### FUNCTIONALITY CRITERIA

| Sub criteria                   | Total Score<br>Score |
|--------------------------------|----------------------|
| Quality Score                  |                      |
| Company Experience             | 40                   |
| Technician's Experience        | 35                   |
| Junior Technician's Experience | 25                   |
| <b>Total</b>                   | <b>100</b>           |

### FUNCTIONALITY EVALUATION BREAKDOWN

| Criteria Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Maximum points |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <p>Company Proven experience in Pest Control as per attached scope, completed in a live environment. Experience acquired in Airports, Hospitals, Malls, Mining, National Ports, Harbours, Stations, Manufacturing, Industrial Manufacturing Plants, Laboratories, Government Offices, Municipality Offices and Universities.</p> <ul style="list-style-type: none"> <li>• <b>0-1 Project</b>                      <b>0</b></li> <li>• <b>2 Projects/Sites</b>                <b>20</b></li> <li>• <b>3-4 Projects/Sites</b>            <b>30</b></li> <li>• <b>&gt;4 Projects/Sites</b>            <b>40</b></li> </ul> <p>Experience must be demonstrated by means of a list of projects where the bidder provided the service. Completion certificates or reference letters must be attached as proof or as supporting documents. Completion certificates or reference letters must have clear, visible and accessible contactable details (email or landline) in the company letter head.</p> | <b>40</b>      |
| <p><b>Technician Experience X1</b><br/>The Technician (separate from the company experience) must have at least 3 years of suitable experience. A detailed CV indicating the number of years' experience and projects undertaken, incl. the duration of project, must be provided.</p> <ul style="list-style-type: none"> <li>• CV shows experience in pest control environment below 3 years = [0]</li> <li>• CV shows experience in pest control environment 3 years = [25]</li> <li>• More than 3 years' experience = (35)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>35</b>      |



**AIRPORTS COMPANY**  
SOUTH AFRICA

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <p><b>Junior Technician Experience X1</b></p> <p>The Junior Technician alone (separate from the company experience) must have at least 18 months of suitable experience. A detailed CV indicating the number of years' experience and projects undertaken, incl. the duration of project, must be provided.</p> <ul style="list-style-type: none"> <li>CV shows experience in pest control environment with 18 months = [15]</li> <li>CV shows experience in pest control environment above &gt; 18 months = [25]</li> </ul> | <b>25</b>  |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>100</b> |

## 1.2 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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

|           |   |                                                       |
|-----------|---|-------------------------------------------------------|
| $P_s$     | = | Points scored for price of tender under consideration |
| $P_t$     | = | Price of tender under consideration                   |
| $P_{min}$ | = | Price of lowest acceptable tender                     |

## 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 or out of 10. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

| <b>Specific Goals</b>        | <b>Number of points<br/>(80/20 system)</b> |
|------------------------------|--------------------------------------------|
| <b>B-BBEE Status Level 1</b> | <b>5</b>                                   |
| <b>B-BBEE Status Level 2</b> | <b>4.5</b>                                 |
| <b>B-BBEE Status Level 3</b> | <b>4</b>                                   |
| <b>B-BBEE Status Level 4</b> | <b>3</b>                                   |
| <b>B-BBEE Status Level 5</b> | <b>2</b>                                   |

|                                                                                                       |                   |
|-------------------------------------------------------------------------------------------------------|-------------------|
| <b><i>B-BBEE Status Level 6</i></b>                                                                   | <b><i>0.5</i></b> |
| <b><i>B-BBEE Status Level 7</i></b>                                                                   | <b><i>0.3</i></b> |
| <b><i>B-BBEE Status Level 8</i></b>                                                                   | <b><i>0.1</i></b> |
| <b><i>Black youth majority-owned entities</i></b>                                                     | <b><i>5</i></b>   |
| <b><i>Black women majority-owned entities</i></b>                                                     | <b><i>5</i></b>   |
| <b><i>Entity located in provincial/municipal/ district where services or assets are procured.</i></b> | <b><i>5</i></b>   |
| <b><i>Non- compliant contributor</i></b>                                                              | <b><i>0</i></b>   |

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

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

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

## SECTION 4: MANDATORY AND ADMINISTRATION DOCUMENTS

### 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.

### 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 | SUBMITTED<br>[Yes] |
|--------------------------------------------------------------------------|-----------|--------------------|
| Priced offer NEC3 PSC Part C2                                            | X         |                    |
| Declaration of Interest and Politically Exposed Persons Section 5        | X         |                    |
| Declaration of Forbidden Practices Section 7                             | x         |                    |
| Terms and Conditions of RFP Section 8                                    | x         |                    |
| Bidders must accept the ACSA Terms and Conditions Section 9              | x         |                    |
| Confidentiality and Non-Disclosure Agreement Section 10                  | x         |                    |
| Certificate of Authority to Sign Tender Appendix A                       | x         |                    |
| Certificate of Authority of Joint Ventures (where applicable) Appendix B | x         |                    |
| Record of Addenda to Tender Documents Appendix C                         | x         |                    |
| Proposed Amendments and Qualifications Appendix D                        | x         |                    |
| Schedule of the Tenderer's Experience Appendix E                         | x         |                    |
| Reference letter from the Client Appendix F                              | x         |                    |
| CV and Experience of Key Personnel Appendix G                            | x         |                    |
| Approach Paper or Method Statement Appendix H                            | x         |                    |
| Work Plan and Program Appendix I                                         | x         |                    |
| Certified Proof of Qualifications Appendix J                             | x         |                    |
| Proof of Professional Registration Appendix K                            | x         |                    |

|                                                                                                                  |          |  |
|------------------------------------------------------------------------------------------------------------------|----------|--|
| Transformation Framework and Specification forms Appendix L                                                      | x        |  |
| Proposed Subcontractor Appendix M                                                                                | x        |  |
| Letter of Good Standing with the Workers Compensation Commissioner Appendix N                                    | x        |  |
| SBD 4 Form Bidder's Disclosure Appendix R                                                                        | x        |  |
| SBD 6.1 Form Preference Points Claim Appendix S                                                                  | x        |  |
| SBD 3.3: Priced offer                                                                                            | x        |  |
| BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit                                                         | x        |  |
| Verifiable medical certificate of report as proof of disability(For preference claims)                           | x        |  |
| Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS) | x        |  |
| Certificate of Incorporation of the bidding entity showing ownership split                                       | x        |  |
| Central Supplier Database Report (CSD)                                                                           | x        |  |
| VAT Questionnaire                                                                                                | <b>x</b> |  |
| ACSA Terms and Conditions                                                                                        | <b>x</b> |  |

#### 4.3 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

### SECTION 5: DECLARATION FORM

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

**Making a Declaration** *(SCM Official request as a returnable document I.D. document for Directors / Trustees / Members / Shareholders and Senior management of the bidding entity)*

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:

**Tel +27 11 723 1400 Fax +27 11 453 9354**

**Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632**

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393

---



---



---

**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.

**Tel +27 11 723 1400 Fax +27 11 453 9354**

**Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632**

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393



---

Signature

---

Date

---

Position

---

Name of bidder

## SECTION 7: 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 \_\_\_\_\_, 202\_\_\_\_\_

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

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

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

## SECTION 8: TERMS AND CONDITIONS OF RFP

### 8.1 Conditions of the request for proposal

- 8.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.
- 8.1.2 Any bids received after the tender closing date and time 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.
- 8.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.
- 8.1.4 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.
- 8.1.5 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.
- 8.1.6 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.
- 8.1.7 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.
- 8.1.8 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.
- 8.1.9 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.

- 8.1.10 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.
- 8.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.
- 8.1.12 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.
- 8.1.13 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.

## **8.2 Binding Arbitration Provision**

- 8.2.1 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.
- 8.2.2 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.
- 8.2.3 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.
- 8.2.4 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.
- 8.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 8.2.6 The arbitration shall be held in Johannesburg in the English language.

8.2.7 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.

8.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

### **8.3 RFP Acceptance**

8.3.1 ACSA reserves the right to reject: -

- a. Incomplete bids;
- b. Late bids;
- c. Conditional bids; and

8.3.2 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.

8.3.3 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.

8.3.4 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.

8.3.5 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.

8.3.6 ACSA reserves the right to not award more than one contract to a Bidder.

8.3.7 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 9: ACSA TERMS AND CONDITIONS OF RFP AND BIDDERS PARTICULARS

TO: Airports Company South Africa Limited.

Bid No: ORTI8189/2026/RFP

### 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 the provision of professional project management services for the design and construction supervision of the 20" fuel feeder line at O.R. Tambo International Airport in accordance with Airports Company South Africa's requirements.

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

Tel +27 11 723 1400 Fax +27 11 453 9354

Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393



- 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 one hundred and twenty (120) calendar days calculated from the closing date for Proposal submission.

|                         |  |             |  |        |  |      |
|-------------------------|--|-------------|--|--------|--|------|
| Thus done and signed at |  | on this the |  | day of |  | 2026 |
|-------------------------|--|-------------|--|--------|--|------|

|            |  |
|------------|--|
| Signature: |  |
| Name:      |  |

For and behalf of:

|                        |  |
|------------------------|--|
| Tendering entity name: |  |
| Capacity:              |  |

## SECTION 10: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

(**“Airports Company”**)

of

Bram Fischer International Airport

Bloemfontein, Free State

9300

**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);



- 1.1.12 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.

If the receiving party requires the use of such Company IP, a request must be sent to [davis.mthethwa@airports.co.za](mailto:davis.mthethwa@airports.co.za)

Each single request by the same receiving party shall be treated as a new request.

- 6.2 Should the Company provide its consent in terms of clause 6.2 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.
- 6.3 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party’s annual turnover in the financial year in which the aforesaid failure occurred.

## 7. **DURATION**

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

## 8. **TITLE**

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

## 9. **RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein

9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.

9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

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

10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.

10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

## 11. **DOMICILIUM**

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

11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.

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

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



- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
- 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

## 12. **GENERAL**

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

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



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

the signatory warranting that he is duly authorised thereto.

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

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

**AS WITNESSES**

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

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

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

\_\_\_\_\_

**[NAME OF SERVICE PROVIDER]**

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

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

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

**AS WITNESSES**

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

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

# LIST OF RETURNABLE DOCUMENTS

## PART T2

### **Appendix A 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.

### Appendix B. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY       |
|--------------|---------|---------------------------------|
| Lead partner |         | Signature: .....<br>Name: ..... |
|              |         | Signature: .....<br>Name: ..... |
|              |         | Signature: .....<br>Name: ..... |

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

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

Tenderer .....

## Appendix C. Record of Addenda to Tender Documents

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:

---

---

---

---

---

### 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 3: PRICE AND PREFERENCE

### SBD 6.1

#### 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

#### 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.

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

\* Documented proof is listed on the returnable table above

2. 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
- 2.1 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.

### 3. 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).

### 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

## 5. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**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.**

| <b>Specific Goals</b>                                                                          | <b>Number of points<br/>(80/20 system)</b> |
|------------------------------------------------------------------------------------------------|--------------------------------------------|
| <b>B-BBEE Status Level 1</b>                                                                   | <b>5</b>                                   |
| <b>B-BBEE Status Level 2</b>                                                                   | <b>4.5</b>                                 |
| <b>B-BBEE Status Level 3</b>                                                                   | <b>4</b>                                   |
| <b>B-BBEE Status Level 4</b>                                                                   | <b>3</b>                                   |
| <b>B-BBEE Status Level 5</b>                                                                   | <b>2</b>                                   |
| <b>B-BBEE Status Level 6</b>                                                                   | <b>0.5</b>                                 |
| <b>B-BBEE Status Level 7</b>                                                                   | <b>0.3</b>                                 |
| <b>B-BBEE Status Level 8</b>                                                                   | <b>0.1</b>                                 |
| <b>Black youth majority-owned entities</b>                                                     | <b>5</b>                                   |
| <b>Black women majority-owned entities</b>                                                     | <b>5</b>                                   |
| <b>Entity located in provincial/municipal/ district where services or assets are procured.</b> | <b>5</b>                                   |
| <b>Non- compliant contributor</b>                                                              | <b>0</b>                                   |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

Tel +27 11 723 1400 Fax +27 11 453 9354

Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393

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

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## SECTION 4: DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

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:

---



---



---

**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

## SECTION 5: BIDDER'S DISCLOSURE FORM

**SBD 4**

### BIDDER'S DISCLOSURE

#### 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 in respect of employees of the State

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by the state? **YES/NO**

If so, furnish particulars of the names, individual identity numbers, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

### 3. Bidders' disclosure in respect of independent bidding

I, the undersigned,..... 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 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.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 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.
- 3.7 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 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 state for a period not exceeding 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 ABOVE IS CORRECT AND ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS INFORMATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position/ Designation

.....  
Name of bidder

## **SECTION 6: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**("Airports Company")**

of

1 Jones Road, Airports Company South Africa SOC Limited Tender Offices  
North Wing,  
O.R. Tambo International Airport

**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 authorized in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing to the extent practical –
- 5.2.1 where copies of the confidential Information are held;
  - 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
  - 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

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

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Company IP**") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the [davis.mthethwa@airports.co.za](mailto:davis.mthethwa@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 *domicile* 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. \_\_\_\_\_

## SECTION 7: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

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

Proposal No: \_\_\_\_N/A\_\_\_\_\_

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

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

### 2. Proposal Certification

We hereby submit a Proposal in respect of the [\_\_\_\_\_] 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 |  | 202 |
|-------------------------|--|-------------|--|--------|--|-----|

|            |  |
|------------|--|
| Signature: |  |
| Name:      |  |

For and behalf of:

|                      |  |
|----------------------|--|
| Bidding entity name: |  |
| Capacity:            |  |



Annexure C: Tendering Organization Experience

a) Schedule of the Tenderer's / Company Experience

Bidders are requested to submit a comprehensive portfolio of relevant projects successfully completed. 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<br>(For which a <u>same or similar</u> service was rendered) | Project Name and Scope of Works<br>(Refer to functionality) | Value of Construction Contract<br>Ex. VAT and/or Generator capacity | Performance Period (Date) |                       | Reference<br>(Client contact details)                      | Reference letter attached (yes or no) |
|---------------|-----------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------|---------------------------|-----------------------|------------------------------------------------------------|---------------------------------------|
|               |                                                                             |                                                             |                                                                     | Construction Start Date   | Construction End Date |                                                            |                                       |
| Project No. 1 |                                                                             |                                                             |                                                                     |                           |                       | Name:<br>.....<br><br>Tel:<br>.....<br><br>Email:<br>..... |                                       |
| Project No. 2 |                                                                             |                                                             |                                                                     |                           |                       | Name:<br>.....<br><br>Tel:<br>.....<br><br>Email:<br>..... |                                       |
| Project No. 3 |                                                                             |                                                             |                                                                     |                           |                       | Name:<br>.....<br><br>Tel:<br>.....<br><br>Email:<br>..... |                                       |



| Projects      | Name of Client<br>(For which a <u>same or similar</u> service was rendered) | Project Name and Scope of Works<br>(Refer to functionality) | Value of Construction Contract<br>Ex. VAT and/or Generator capacity | Performance Period (Date) |                       | Reference<br>(Client contact details)                      | Reference letter attached (yes or no) |
|---------------|-----------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------|---------------------------|-----------------------|------------------------------------------------------------|---------------------------------------|
|               |                                                                             |                                                             |                                                                     | Construction Start Date   | Construction End Date |                                                            |                                       |
| Project No. 4 |                                                                             |                                                             |                                                                     |                           |                       | Name:<br>.....<br><br>Tel:<br>.....<br><br>Email:<br>..... |                                       |

- The Tenderer must complete Annexure C.
- Contactable references must be provided.
- Projects listed must be completed projects. Ongoing/incomplete projects will not be evaluated.



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 or Completion letters of Previous Projects Completed**

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

A valid Client Reference letter should indicate the following:

- a. The information should be on a client letterhead/ stamped letter.
- b. Project Name
- c. Service Provider Name
- d. Scope of services rendered by the tenderer.
- e. Construction value
- f. Client Representative's 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 Key Staff – 1X Technician and 1X Junior Technician

**(Please don't include more CVs as we require 1X Technician and 1X Junior Technician)**

**CV must indicate a position**

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).

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 Training / Certificate must be attached.**

**Please attach individual Certificate/s (Technician and Junior Technician)**

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: Certificate of Authority of Joint Ventures (where applicable)**

**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 |
|-----------------------------|-------------------------------|-------------------------------------------------|
| 1.                          |                               |                                                 |

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

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

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

1. Definitions

1.1 **Person**, as defined in section1(1) of the Value Added Tax Act No 89 of 1991(“the VAT Act”) – includes a public authority, any municipality, any company, anybody 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.