



Request for Proposals for the Acquisition of Wildlife Management Consultant services for a Period of 5 years at the Airports Company South Africa's nine (9) Airports.

Bid Number: : COR7243/2023

Issue Date : 12 October 2023

Briefing Session Date and Time : 27 October 2023 @ 12:00PM

Query closing date : 17 November 2023

Bid Closing Date and Time : 24 November 2023 @ 12:00PM



1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFB/P/I documents

Tenders are available on www.etenders.gov.za and www.airports.co.za. Kindly print and complete.

Submission of bid documents

The bid documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be **signed or stamped** with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before **12:00PM on the 24th of November 2023** using the following method(s):

- Bidders should submit their proposals via email to Alicia.Sekoati@airports.co.za only.
- Please note that the email incoming message size limit is 35MB, please ensure that you do not exceed this limit as your bid will not be received. If you submit your bid in several emails, please clearly label (by numbering) the emails in the subject line so that I know how many emails to expect (E.g., COR7243/2023: XXX LTD email 1 of 7). Also, if you submit your bid in several emails, please ensure that all of your emails are sent/received before the deadline of **24 November 2023 @12:00PM**.
- Please do not wait until the last minute to submit.
- No physical submissions will be accepted.
- ACSA will only evaluate the information sent/received before deadline. No excuses.

Acknowledgement of receipt emails will be sent to bidders by **27 November 2023 @ 12:00pm**. If you have not received one by that date and time, please follow up. The deadline for following up on acknowledgement of receipt is **28 November 2023 @ 16:00pm**.

1.2. Late Bids

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

1.3. Clarification and Communication

Name:	Alicia Sekoati
Designation:	Senior Buyer
Tel:	011 723 1400
Email:	Alicia.Sekoati@airports.co.za



- 1.3.1. Request for clarity or information on the bid may only be requested until **the 17th of November 2023**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.
- 1.3.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

1.4. **Compulsory Briefing Session**

A compulsory briefing session will be held on the following dates at the stipulated venues and time:

Date: 27 October 2023

Time: 12:00PM

Venue: Microsoft Teams

Bidders who are interested in joining the briefing session are required to register to attend by sending their email addresses to Alicia.Sekoati@airports.co.za by **25 October 2023 @ 12:00pm** no excuses. A meeting invitation will be sent to all interested parties **who have emailed by the set deadline**. We encourage bidders to join this briefing session.

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.



1.7. **Validity Period**

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

1.9. **Hot – Line**

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za



SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

2.1 Background

All ACSA's airports are licensed by the South African Civil Aviation Authority. One of the requirements of the SA CAA Regulations is to establish and maintain a wildlife management programme at an airport, to mitigate the risks that bird and wildlife present or are likely to present to aircraft operating at an airport. In order to comply with the SACAA license requirements, ACSA needs to maintain and continually improve the airport wildlife management programs. Furthermore, a robust Wildlife Management Programme results in fewer biodiversity impacts, which promotes the ACSA sustainability framework.

ACSA Airports implemented a Bird Strike Avoidance Program in 2001 to mitigate the bird strike risk imposed when birds and aircraft inhabit the same territories. The aim of the program is to reduce the bird and wildlife strike related risks and to ensure that the most environmentally, friendly practices are in place when it comes to managing bird and wildlife presence at the aerodromes. The ACSA 9 Airports consist of dedicated units which address the risk and are solely responsible for the mitigation of the bird and wildlife strike related risks and some of the smaller airports rely on the services of Fire and Rescue staff to achieve the desired outcomes. Certain airports have established programs which can be benchmarked against whilst some airports require additional assistance to achieve the required results. Airports are unique in their risk species and require management according to risks related to their specific needs.

ACSA requires the services of a consultant to achieve certain deliverables required by the company. The consultant services that are required will include compliance, operational, and information systems. In addition, it is expected that the service provider will identify quantifiable value creating opportunities to contribute to the future success of our business.



2.2 Purpose of tender

The aim is to obtain bids from Bidders, in respect of the relevant scope of services, and to evaluate these in order to appoint a Service Provider and set up an advantageous agreement with the most suitably qualified and experienced service provider for the provision of Consultancy Services to Review and Update the current Airport Wildlife Management Programme at the 3 clusters comprising of a total of 9 airports for a Period of 5 years.

2.3 Scope of Work

The successful bidder will deliver all the deliverables within the agreed upon period from date of award. The necessary information required from ACSA, if available, will be made available to the successful bidder. The successful bidder to provide all necessary personnel, computer equipment, etcetera to enable the delivery of the project.

The scope of work is to enter into a five (5) year contract with a service provider that can deliver the following services with respect to the existing wildlife management programs for all ACSA's 9 airports.

The Fixed scope of services include the following and factored into the costing:

- a. Review and provide recommendation on the following;
 - Habitat management.
 - ACSA Bird and Wildlife procedures
 - Alignment to regulatory requirements of South African Civil Aviation Authority and national, provincial and local municipal laws and regulations..
 - Effectiveness of patrols/inspections
 - Reporting of birdstrikes.
 - Bird and Wildlife monitoring, trend analyses, and reporting.
 - Impacts of proposed future development plans in the vicinity of the airport.
 - Assessment of permit/licence needs for effective wildlife management
- b. Review the current Avian Radar system and its efficacy at King Shaka International Airport
- c. Review International Best Practices for Bird and Wildlife Management at Airports, and provide insights for inclusion at ACSA Airports (This may include techniques for Bird scaring and Habitat Management e.t.c.).
- d. Develop and implement a training schedule to upskill the relevant ACSA Staff on bird & wildlife identification, behaviour and characteristics, and strike mitigation strategies.



Additional services that may be required

ACSA may require additional wildlife hazard management specialist input during the period of contracting. The nature of this work would be related to the scope of this contract, and could, as an example, be for the reviewing of development plans for landowners adjacent to the airport that may pose a threat to aviation safety in terms of bird or wildlife interaction.

In order to formalise this as part of the existing tender, all bidders must provide a rate per hour for their services which will be used for the bidder to quote on additional work (**Annexure A**).

Note: There is no guarantee that any additional work may be required as part of the tender, and it will not be used to cover any discrepancies/shortfalls of the original scope of work.

Transformation

In line with ACSA's transformation imperatives, the winning bidder will be required to submit the ID and CV of one unemployed black youth whom they will employ/provide internship, train, upskill and provide the opportunity for exposure in the field for the duration of the contract. Bidders are also required to submit a 5-year implementation programme for the activities they plan on using in the exposure of the unemployed black youth.

The winning bidder will be required to provide the CV and Implementation programme within 2 weeks from the award of contract.

Insurance

The winning bidder shall, during the term of the Agreement and at its own expense, effect and keep current policies of insurance as follows:

- Professional Indemnity cover for a limit of two times the contract value (2 x contract value).
- Aviation liability cover for a limit not less than USD15 000 (fifteen thousand US dollars) for damage to aircraft.
- Aviation liability cover for a limit not less than USD5 000 (five thousand US dollars) for damage to third party property.
- ACSA must be named as the additional insured in all the policies listed above.

The winning bidder shall submit proof of insurance at the commencement of the contract, and thereafter annually at the renewal of the policies, for the duration of the agreement.

2.4 Pricing Schedule

See Annexure A

SECTION 3: EVALUATION CRITERIA

3.1 Evaluation Criteria

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

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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Check if all the documents have been received.	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference.	Post tender negotiations. <i>if applicable</i>	Security Vetting <i>(If deemed necessary)</i>

3.3 Mandatory Requirements

1. Acceptance of Terms and Conditions of the tender (Completed in full and signed) (section 5.5)
2. Completed the Bidder's Disclosure (**SBD4**) (section 5.2)
3. Attendance to Compulsory Briefing session

Bidders that do not meet all the above requirements will be disqualified and not evaluated further. No Bid will be awarded to any person who is not declared Tax Compliant by the South African Revenue Service (SARS). No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury.

3.4 Functionality

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

3.5.1. Functionality Criteria

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **75 points** on the functional stage will not be considered further in the evaluation. It should be further noted that a minimum qualifying score per criteria must be met as set out in the evaluation criteria. Failure to achieve any of the minimum scores would result in disqualification for further consideration even if the overall minimum total score had been achieved.

	EVALUATION CRITERIA	MINIMUM	MAXIMUM
1.	COMPANY EXPERIENCE		
1.1	<p>Bidders must have a minimum of 3 years' experience in environmental/bird and wildlife management at an airport. This requirement should be demonstrated by providing reference letter(s). Provide as many reference letters as required to demonstrate a total sum of a minimum of 3 years' experience/</p> <p>Provide reference letters [with Client letterhead and contactable (email & contact number) references] showing environmental/bird and wildlife management experience and period worked on project. ACSA reserves the right to verify.</p> <ul style="list-style-type: none"> • Less than 1 reference letter submitted= 0 points • 1 relevant letter submitted= 5 points • More than one relevant reference letter submitted= 10 points <p><i>Supporting documentation (e.g., copy of contract, Purchase order, Award letter, etc) may be submitted along with the reference letter if it doesn't clearly demonstrate the required experience and project duration.</i></p>	5	10
2.	RESOURCE EXPERIENCE		
2.1	CONTRACT MANAGER		
	<p>Bidders must provide a contract manger, with a minimum of 3 years of experience in a contract management role in environmental/bird and wildlife management, with a minimum NQF level 6 or equivalent. This resource will serve as ACSA's one point of contact, who will perform quality assurance and ensure the execution of scope is in line with the tender requirements.</p>	10	20
2.1.1	<p>Experience</p> <p>Provide CV clearly demonstrating a minimum of 3 years of experience in a Contract Management role in Environmental/bird and Wildlife Management.</p> <ul style="list-style-type: none"> • Less than 3 years relevant experience or no relevant CV submitted= 0 points • 3 years relevant experience demonstrated= 5 points • More than 3 years relevant experience demonstrated= 10 points 	5	10

2.1.2	<p>Qualification</p> <p>Provide certification/qualification demonstrating a minimum NQF level 6 or equivalent.</p> <ul style="list-style-type: none"> • Relevant qualification not provided= 0 points • NQF level 6 qualification or equivalent provided= 5 points • Higher than NQF level 6 qualification or equivalent provided= 10 points 	5	10
2.2	<p>BIRD AND WILDLIFE SPECIALIST</p> <p>ACSA requires a Bird and wildlife specialist with a minimum of 3 years' experience in airport Environmental/bird and Wildlife Management. This resource must be SACNASP registered. (Please note that the Specialist and Contract Manager may not be the same resource)</p>	10	20
2.2.1	<p>Experience</p> <p>Provide CV clearly demonstrating a minimum of a minimum of 3 years' experience in airport Environmental/bird and Wildlife Management.</p> <ul style="list-style-type: none"> • Less than 3 years relevant experience or no relevant CV submitted= 0 points • 3 years relevant experience demonstrated= 5 points • More than 3 years relevant experience demonstrated= 10 points 	5	10
2.2.2	<p>Registration</p> <p>Provide proof of registration with the South African Council for Natural Scientific Professionals (SACNASP).</p> <ul style="list-style-type: none"> • No Proof of SACNASP Registration provided = 0 points • Proof of SACNASP Candidate Natural Scientist =5 points • Proof of SACNASP Certificated Natural Scientist = 7 points • Proof of SACNASP Professional Natural Scientist = 10 points 	5	10
2.3	<p>ORGANOGRAM</p> <p>Provide an organogram which defines the roles of all the resources that will be assigned to this project.</p> <ul style="list-style-type: none"> • Organogram not submitted= 0 points • Organogram submitted= 10 points 	10	10
3	METHODOLOGY/APPROACH		
	<p>Bidders are required to provide a general approach on how they would go about executing the following for the airports:</p> <p>a. The approach should include the following for the airports:</p> <ul style="list-style-type: none"> • Habitat management. • Bird and Wildlife procedures • The alignment to regulatory requirements of South African Civil Aviation Authority and national, provincial and local municipal laws and regulations.. • Effectiveness of patrols/inspections 		

	<ul style="list-style-type: none"> • Reporting of birdstrikes. • Monitoring Bird and Wildlife, analysing trends, and reporting. • The impact of proposed future development plans in the vicinity of the airport that may pose a risk to aviation safety. • Assessment of permit/licence needs for effective Wildlife Management 	40	40
	<p>b. Review the current Avian Radar system and its efficacy at King Shaka International Airport</p> <p>c. Review International Best Practices for Bird and Wildlife Management at Airports, and provide insights for inclusion at ACSA Airports (This may include techniques for Bird scaring and Habitat Management e.t.c.).</p> <p>d. Develop and implement a training schedule to assist the relevant ACSA Staff on wildlife identification, behaviour and characteristics and mitigation strategies.</p>		
	Bidders are required to complete Annexure B in full in order to meet this requirement.		
	TOTAL	75	100

3.5.2. 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:

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

Where:

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



Evaluation of Preference

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

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

SECTION 4: RETURNABLE 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. The mandatory documents and information are as follows:

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>Priced offer (Annexure A)</i>	
<i>Methodology (Annexure B)</i>	
<i>Declaration of Interest Form and Politically Exposed Persons</i>	
<i>SBD1 Invitation to Bid (Section 5.4)</i>	
<i>SBD 4 Bidder's Disclosure Form (Section 5.2)</i>	
<i>SBD 6.1 Preference Points Claim Form (Section 5.3)</i>	
<i>Confidentiality and Non-Disclosure Agreement (Section 5.5)</i>	
<i>Accepted the Airports Company South Africa's tender terms and conditions. (Section 5.6)</i>	
<i>Refence letters</i>	
<i>CV's</i>	
<i>Qualifications and registrations</i>	
<i>Project Organogram</i>	
<i>Methodology/Approach</i>	

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 documents are as follows:

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>BBBEE Certificate and Scorecard or BBBEE QSE/EME Affidavit</i>	
<i>Verifiable medical certificate of report as proof of disability (For preference claims)</i>	
<i>Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>	
<i>Names and identity numbers of Directors, / Trustees / Members / Shareholders and Senior management</i>	
<i>Certificate of Incorporation of the bidding entity showing ownership split</i>	
<i>Central Supplier Database Report (CSD)</i>	
<i>Joint Venture (JV) Agreement (If applicable)</i>	
<i>3 years audited Financial Statements</i>	
<i>Cover Letter</i>	
<i>Declaration of Solvency/Liquidation (if applicable)</i>	

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

5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

Making a Declaration

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

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

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

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

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

Full name of the bidder or representative of
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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



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

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



5.2 BIDDER'S DISCLOSURE FORM SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....



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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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



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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at

any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

determine the applicable preference point system; or

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

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

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

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

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

THE SPECIFIC GOALS/PREFERENCE POINT ALLOCATED POINTS IN TERMS OF THIS TENDER	NUMBER OF POINTS ALLOCATED (80/20 SYSTEM) (To be completed by the organ of state)	NUMBER OF POINTS CLAIMED (80/20 SYSTEM) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	20	
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
51% owned by Black male or Black women or Black youth or People living with disabilities	10	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Other	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company



- ☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA									
BID NUMBER:	COR7243/2023	CLOSING DATE:	24 November 2023	CLOSING TIME:	12:00PM				
DESCRIPTION	Request for Proposals for the Acquisition of Wildlife Management Consultant services for a Period of 5 years at the Airports Company South Africa's nine (9) Airports.								
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)									
Bid responses to be emailed to Alicia.Sekoati@airports.co.za , no physical bids will be accepted.									
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON	Alicia Sekoati				CONTACT PERSON	Alicia Sekoati			
TELEPHONE NUMBER	011 723 1400				TELEPHONE NUMBER	011 723 1400			
FACSIMILE NUMBER	N/A				FACSIMILE NUMBER	N/A			
E-MAIL ADDRESS	Alicia.Sekoati@airports.co.za				E-MAIL ADDRESS	Alicia.Sekoati@airports.co.za			
SUPPLIER INFORMATION									
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER	CODE		NUMBER						
CELLPHONE NUMBER									
FACSIMILE NUMBER	CODE		NUMBER						
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA				
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]			
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> 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

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
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 WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
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.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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:



5.5: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

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



possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

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

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

2. **INTRODUCTION**

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

3 USE OF CONFIDENTIAL INFORMATION

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

4 NON-DISCLOSURE

4.1 THE RECEIVING PARTY undertakes that –

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

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

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

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

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

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

5. **COPIES**

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

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

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

7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

- 7.2 This agreement shall remain in force for a period of **5** years (“the term”), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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



either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

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

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.



- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____ day of _____ 202__

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____



5.6: 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: **COR7243/2023**

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the Acquisition of Wildlife Management Consultant services 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 A: PRICING SCHEDULE

FIXED PRICING

The fixed price must be for all the ACSA nine (9) airports for a period of 5 years for the services stated in the scope of works. (Bidders to submit pricing for services mentioned ONLY).

ACTIVITIES	OVERALL TOTAL COST FOR 5 YEARS AIRPORTS (Excluding VAT)								
	ORT	KIM	BFN	CPT	KSIA	UTN	GRJ	CDSIA	KP
1) Habitat management.									
2) ACSA Bird and Wildlife procedures									
3) Alignment to regulatory requirements of South African Civil Aviation Authority.									
4) Effectiveness of patrols/inspections									
5) Reporting of bird strikes.									
6) Bird and Wildlife monitoring, trend analyses, and reporting.									
7) Impacts of proposed future development plans in the vicinity of the airport.									
8) Review the current Avian Radar system and its efficacy at King Shaka International Airport									
9) Review International Best Practices for Bird and Wildlife Management at Airports and provide insights for inclusion at Acsa Airports (This may include techniques for Bird scarring and Habitat Management etc..)									



10) Develop and implement a training schedule to upskill the relevant ACSA Staff.									
11) Provisional Sum for Permits and Parking at Airports	R50 000								

Breakdown of above costs

	AIRPORT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1	O R Tambo International					
2	Cape Town International					
3	King Shaka International					
4	Port Elizabeth International					
5	George					
6	East London					
7	Bram Fischer International					
8	Kimberley					



9	Upington International					
	TOTAL (EXCLUDING VAT)					

Grand total over 5 years (Excluding VAT)	
Permits and Parking at Airports (Excluding VAT)	R50 000
TOTAL BEFORE VAT	
VAT	
GRAND TOTAL OVER 5 YEARS (INCLUDING VAT)	

ADDITIONAL SERVICES THAT MAY BE REQUIRED

Note: There is no guarantee that any additional work may be required as part of the tender, and it will not be used to cover any discrepancies/shortfalls of the original scope of work.

	Rate per hour (Excluding VAT)
Rate per hour for additional services	




ANNEXURE B: METHODOLOGY/APPROACH

Bidders are required to provide a general approach on how they would go about executing the following for the airports (complete template in full):

A.	<p>The approach should include the following for the airports:</p> <p>Methodology is not relevant and doesn't cover all topics= 0 points Methodology is relevant and covers all topics= 10 points</p>
I.	<p>Habitat management</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
II.	<p>Bird and Wildlife procedures</p> <hr/> <hr/> <hr/> <hr/>



	<div style="text-align: center;">  <p>AIRPORTS COMPANY SOUTH AFRICA</p> </div> <hr/> <hr/> <hr/>
III.	<p>The alignment to regulatory requirements of South African Civil Aviation Authority and national, provincial and local municipal laws and regulations</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
IV.	<p>Effectiveness of patrols/inspections</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>




V.	<p>Reporting of birdstrikes</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
VI.	<p>Monitoring Bird and Wildlife, analysing trends, and reporting</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
VII.	<p>The impact of proposed future development plans in the vicinity of the airport that may pose a risk to aviation safety</p> <hr/> <hr/> <hr/>



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VIII.	<p>Assessment of permit/licence needs for effective Wildlife Management</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
B.	<p>Reviewing the current Avian Radar system and its efficacy at King Shaka International Airport</p> <p>Methodology not submitted or is irrelevant= 0 points Methodology is relevant= 10 points</p> <hr/> <hr/> <hr/> <hr/>



	<div style="text-align: center;">  </div> <hr/> <hr/> <hr/>
C.	<p>Reviewing International Best Practices for Bird and Wildlife Management at Airports, and provide insights for inclusion at ACSA Airports (This may include techniques for Bird scarring and Habitat Management e.t.c.)</p> <p>Methodology not submitted or is irrelevant= 0 points Methodology is relevant= 10 points</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
D.	<p>Develop and implement a training schedule to assist the relevant ACSA Staff on wildlife identification, behaviour and characteristics and mitigation strategies.</p> <p>Methodology not submitted or is irrelevant= 0 points Methodology is relevant= 10 points</p>

[illegible]

****You can recreate this table (without modifying the topics) if there isn't enough space for your response.**