



Tender Reference: COR8042/2025/RFP

REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF AN OPERATOR TO PERFORM JET A1 RECIEPT, STORAGE OPERATIONS AND MAINTENANCE, INCLUDING INTO-PLANE SERVICES FOR A PERIOD OF 10 YEARS AT ACSA'S CAPE TOWN INTERNATIONAL AIRPORT AND KING SHAKA INTERNATIONAL AIRPORT.

RFP 2

NOVEMBER 2025

SBD 1

PART A**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	COR8042/2025/RFP	CLOSING DATE:	23 JANUARY 2026	CLOSING TIME:	12H00PM
DESCRIPTION	REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF AN OPERATOR TO PERFORM JET A1 RECEIPT, STORAGE OPERATIONS AND MAINTENANCE, INCLUDING INTO-PLANE SERVICES FOR A PERIOD OF 10 YEARS AT ACSA'S CAPE TOWN INTERNATIONAL AIRPORT AND KING SHAKA INTERNATIONAL AIRPORT.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Tender Box B,					
THIRD FLOOR TERMINAL A BUILDING, NORTH WING OFFICES (Follow the Aircraft Viewing Deck Signs)					
CAPE TOWN International Airport					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thami Mncube		CONTACT PERSON	Thami Mncube	
TELEPHONE NUMBER	061 653 0462		TELEPHONE NUMBER	061 653 0462	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Thami.mncube@airports.co.za		E-MAIL ADDRESS	Thami.mncube@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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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 MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT.
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.

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:



REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF AN OPERATOR TO PERFORM JET A1 RECIEPT, STORAGE OPERATIONS AND MAINTENANCE, INCLUDING INTO-PLANE SERVICES FOR A PERIOD OF 10 YEARS AT ACSA'S CAPE TOWN INTERNATIONAL AIRPORT AND KING SHAKA INTERNATIONAL AIRPORT.

Tender Number:	: COR8042/2025/RFP
Issue Date	: 25 November 2025
Closing Date	: 23 January 2026 @ 12H00 Midday
Compulsory Briefing Session Date / Time	: 09 and 10 December 2025 for the Compulsory Presentation at 10H00 (STRICTLY PHYSICAL MEETING)
Non - Compulsory Site Inspection	: 09 December 2025 – CTIA 10 December 2025 – KSIA

BIDDERS MUST ATTEND AT LEAST ONE TENDER BRIEFING IN PERSON AT EITHER OF THE TWO SITES. THE SITE VIEWINGS, WHILE ENCOURAGED, ARE HOWEVER NOT COMPULSORY.

Contents	
Number	Heading
The Tender	
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Section 6	Mandatory Requirements
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1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

Tenders are available on www.etenders.gov.za and 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. 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 **12h00 (AM) Midday on 23RD January 2026** using the following method(s):

PLEASE NOTE THAT BOTH METHODS MUST BE UTILIZED. BIDDERS SHOULD NOT CHOOSE JUST ONE OF THEM AND THE PHYSICAL SUBMISSION INFORMATION WILL TAKE PRECEDENCE SHOULD THERE BE A DISCREPENCY BETWEEN THE TWO SUBMISSION METHODS.

FAILURE TO SUBMIT THE PHYSICAL DOCUMENTS BEFORE THE CLOSING TIME WILL RESULT IN A DISQUALIFICATION.

1.1.1. Hand delivery:

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

Tender box:

The Tender Box is located at:

TENDER BOX B

THIRD FLOOR TERMINAL A BUILDING, NORTH WING OFFICES

FOLLOWING AIRCRAFT VIEWING DECK SIGNS.

CAPE TOWN INTERNATIONAL AIRPORT

LATE OR NO SUBMISSION OF PHYSICAL TENDERS WILL RESULT IN DISQUALIFICATION.

1.1.2. Email submissions:

Electronic copies/links of the tenders are to be e-mailed to the following email address:

thami.mncube@airports.co.za

ENSURE THAT THE ELECTRONIC COPY IS WELL LABELLED IN SEPARATE ANNEXURES AS PER THE RETURNABLES SCHEDULE

- Bidders must not email their submission as one big attachment. Kindly break your submission into small attachments of not more than 4MB each.
- Bidders are requested to submit all bids in the format instructed; no other format will be acceptable.

1.1.3. Proposals must both be in printed format (**an original and a copy**) together with an electronic copy of the bid documents using an accessible link. The original will be legal and binding, in the event of discrepancies between any of the submitted documents; the original will take precedence.

1.2. Alternative Bids

As a general rule ACSA only accepts bids which have been prepared in response to the bid invitation. However, for this bid alternative bids will be accepted **provided** the alternative bid is accompanied by the original bid response which materially complies with the specifications of this bid invitation. The alternative bid will only be considered where the bidder has submitted together with its alternative bid, an offer which materially complies with the requirements of this bid. Alternative bids will also be evaluated using the pre-determined evaluation criteria stipulated in this bid document.

1.3. Late Bids

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

1.4. Clarification and Communication

Name: Thami Mncube

Designation: Specialist Category Management

Email: Thami.Mncube@Airports.co.za

1.4.1. Request for clarity or information on the bid may only be requested until **15th of January 2026 close of business**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

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

1.5. Compulsory Briefing Session

A compulsory briefing session will be held on **Tuesday the 9th of December 2025 for CTIA and Wednesday the 10th of December 2025 for KSIA at 10h00 (AM)**. The session will be held at the following location:

PHYSICAL

CAPE TOWN INTERNATIONAL AIRPORT:

Keletso Boardroom

Ground floor of the Conference Centre

Southern Office Block (SOB)

Cape Town International Airport

KING SHAKA INTERNATIONAL AIRPORT:

Isibaya Boardroom

Ground floor

MSO Building

King Shaka International Airport

BIDDERS MUST ATTEND AT LEAST ONE TENDER BRIEFING IN PERSON AT EITHER OF THE SITES. THE SITE VIEWINGS, WHILE ENCOURAGED, ARE HOWEVER NOT COMPULSORY.

Proof of Briefing Attendance will be via the attendance register. Entity names must match those on the register.

1.6. Non – Compulsory Site Inspection

SITE VISIT TIME AND LOCATION:

Tuesday the 9th of December 2025 for CTIA after the briefing session and Wednesday the 10th of December 2025 for KSIA.

- The Site visit will be held directly after the tender briefing.

Bidders should visit the permit office at least one-hour prior the briefing and site inspection to obtain visitor access cards. Every bidder must come to site with the following:



1. **Reflective jacket**
2. **Identity Document (not driver's license)**
3. **Safety boots**
4. **Hard Hat**
5. **Safety Glasses**

1.7. **Bid Responses**

Bid responses must be strictly prepared and returned in accordance with this bid document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this bid document. Changes to the bidder's submission will NOT be allowed after the closing date of the bid.

All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

1.8. **Disclaimers**

It must be noted that ACSA reserves its right to:

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

1.9. **Validity Period**

- 1.9.1. ACSA requires a validity period of **hundred and twenty (120) 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.



1.10. Confidentiality of Information

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

1.11. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za



SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

2.1 Background and/or Purpose of this Bid

Since its inception 32 years ago, Airports Company South Africa SOC Limited (ACSA) has transformed into a focused 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 (9) 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, Chief Dawie Stuurman International Airport (PLZ), King Phalo Airport (ELN), George Airport (GRJ), Bram Fischer (BRAM), Kimberley Airport (KMB), Upington (UTN). ACSA's registered corporate office operates from Airport Park in Kempton Park right next to the CAPE TOWN International Airport.

ACSA's vision is to be the most sought-after partner in the world for the provision of sustainable airport management solutions by 2030. ACSA's strategy is to create and operate world-class airports measuring up to international standards, its strategic intent is supported by three strategic pillars, namely:

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



Run airports



Develop airports



Grow footprint

2.2 Purpose of this Bid

ACSA has developed a JetA1 and AVGAS strategy which has been approved by Board and Exco. It is required that the current receipt, storage, and supply of jet fuel plus its maintenance at the respective airports for bulk JETA1 and AVGAS fuelling services be aligned to the approved strategy to enable attainment of agreed business goals. This service of jet fuel supply is also an aeronautical revenue and the functioning of this facility to service the needs of Airlines is part of the Regulatory requirement of the Airport Company.

2.3 Scope of Work

The scope of work at each of the airports entails the following:

2.3.1 Bulk Fuel Storage Site Operations and Maintenance

- Scheduling of safe receipt, offloading, certification and storage of Jet A-1 .
- Provision of JET A-1 storage facility management, inspection, maintenance, and operations services.
- Develop and Implement Procedures for fuel receipts, settling, sampling and quality testing which are aligned to JIG Standards.
- Develop and Implement site Health and Safety procedures for the site which satisfy the requirements of the Occupational Health and Safety Act no 85 of 1993 and its associated Regulations.
- Develop/Review and Implement at reimbursable costs a Site Risk Assessment approved by an AIA (DoL Approved Inspection Authority) on a 5 yearly basis in line with the MHI Regulations.
- Develop, Implement and maintain a site Emergency Preparedness Plan in line with the Major Hazard Installation Regulations.
- Perform Fuel receipts including fuel from ACSA approved Throughputters and quality testing in line with JIG (Joint Inspection Group) Standards 2 and 4.
- Procure, Supply and Hold/maintain a minimum of 1 day's emergency or strategic JETA1 fuel stock for the site. Should alternative clean fuels be introduced during the validity period of the contract, the Operator shall also procure, supply and hold stock according to the required days. This is based on the 7-day moving average of jet fuel consumption at the airport. This stock will be sold to ACSA approved Throughputters when they can't meet their supply obligations to airlines in the event of supply chain interruptions. The Operator will only be allowed to charge an annual WACC (Weighted Average Cost of Capital) aligned to what NERSA (National Energy Regulator of South Africa) approves for each site's tariff methodology.



- Provision of security at the JET A1 Storage facilities according to Critical Infrastructure Protection 8 of 2019 Requirements on a 24 hr basis where ACSA has no existing security services at own costs.
- Staff the facilities with suitably qualified, skilled and experienced staff. This also includes ensuring that the staff has all required permits and licenses.
- Perform maintenance of the storage facilities according to the maintenance regime in Annexure A. This shall also be performed in accordance with ACSA's CMMS (Computerised Maintenance Management System) schedules.
- Compiling Monthly reports in the current and future format(s) issued by NERSA (National Energy Regulator of South Africa) and submitting to ACSA on the 3rd business day of every new month.
- Compiling annual reports required in terms of the Petroleum Pipeline Act 60 of 2003 regarding advancement of historically disadvantaged groups. These reports are to be submitted to ACSA by the end of the 1st week of April of each year.
- Provide evidence that maintenance has been performed per the prescribed maintenance regime and that all safety systems are functional and compliant with applicable standards.
- Implement an appropriate maintenance strategy that ensures predictability, reliability and maximum availability of the assets.
- Achieve acceptable maintainability of the assets and minimum downtime
- Commit to implement a continuous improvement program, that aligns to JIG standards and IATA cost benchmarks targetted at improving productivity and reducing operating cost at the site
- Health and Safety Management of staff, operations and Contractors. This also includes occupational risk assessments; PPE risk assessment; and occupational hygiene assessments.
- Providing a Web-based Information Management or Enterprise Resource Planning system with capabilities for ordering of JET A1 fuel by airlines and other aircraft operators. The system should allow for capturing of fuel quality test results, the airline/company information input fields such as the Name of the Airline/Company, the Flight Number, Destination of the Flight, the type of fuel, volume required, the date of order and date of fuel order fulfilment, Time and the name of the contracted throughput/Fuel Supplier. The system shall have filtering capabilities, to be able to select period of interest, see daily stock figures, Dips, Daily orders per airline, Daily sales per grade of fuel and on a consolidated level. The system should also have the capability to export required reports to excel and CSV format. At least 5 Designated ACSA personnel shall have viewing and reporting access rights at anytime and the Operator shall ensure that all required licenses are obtained to allow for such access. The



minimum data retention period for such a system must be at least 5 years. The Operator shall implement and train designated ACSA employees on such a system at least a month before commencement of the contract. The Operator shall within 5 months from notification provide ACSA with an API (Application Programming Interface) to access the fuelling operations information in the event ACSA implements its own Fuel Information Management System. The Operator shall ensure that such API costs are provisioned for in the management fees.

- Compiling and issuing daily reports to ACSA and nominated parties on stock forecast, actual stock, buffer stock days, sales, expected daily fuel delivery and actual daily closing stock. This requirement may at the discretion of ACSA be omitted or be required to be fulfilled only in the event the Information management system is down.
- Providing at all times, resources required to provide JET A1 storage operations during airport operational hours including even during industrial actions.
- Providing an aircraft operator service desk manned during airport operational hours to coordinate and fulfil airline fuelling related requirements or requests. The Operator shall upon receiving a reasonable request to fuel an aircraft after hours, make staff available for such fuelling service. The call out fee charged to such operator shall be published by the operator and shall be the same as in the bid pricing schedule for each year. In the event the Operator charges a call out fee that is higher than what is in the bid pricing schedule, such shall constitute a material breach of the Agreement and the penalty schedule shall apply.
- Providing all Fuel storage operations documentation and making relevant management personnel available for 3 monthly audits by ACSA. The audits shall be conducted within 2 weeks after each quarter. The scope of the audit shall include but not limited to Storage and Into-Plane Operations, Maintenance and environmental management. The Operator shall also provide information and resources required at anytime for any audit request by the Auditor General.
- Ensuring that each ACSA approved throughputter complies with the relevant requirements of JIG (Joint Inspection Group), EI (Energy Institute) and American Petroleum Institute (API).
- Developing and implementing consistent contracts with approved ACSA approved Throughputters. The terms and conditions of such contracts shall materially satisfy the requirements in the agreement between ACSA and the Operator. The Operator shall not discriminate against any Throughputter and ACSA shall have a right to audit these agreements. The Operator shall ensure that the NERSA Storage Tariff OR lower storage tariff stipulated by ACSA, the Into-plane Service Fee and the call out fee charged to Throughputters are the same for each year as in the Agreement between ACSA and the Operator with the exception of the NERSA Storage TARIFF. This Tariff shall be as



approved by NERSA from time to time. ACSA reserves a right to instruct the Operator to charge a lower Storage Tariff than the Approved NERSA storage Tariff per site from time to time.

- Perform I API 5 yearly in-service inspection of tanks and 10 yearly out-of-service inspection of the fuel tanks. The costs of the inspection will be borne by the Operator and reimbursed by ACSA upon receipt of an Inspection report.
- Providing fuel in terms of the Airports Company Act no 44 of 1993 to all airlines or aircraft operators that are using the Airports without reservations.
- Ensure that the NERSA License conditions and any other license conditions such as the Air Emissions License are not contravened and that each required activity is conducted at reimbursable costs.

2.3.2 Into-Plane Operations and Maintenance Services

- Develop and Implement Into-Plane procedures which are aligned with JIG (Joint Inspection Group) Standard 1.
- Provision of into-plane fuelling services in terms of the Airports Company Act no 44 of 1993 to all airlines or aircraft operators that are using the Airports without reservations.
- Supply of the ACSA approved Throughputter(s) fuel to the airlines through use of ACSA's into plane equipment.
- Maintenance of the Into-Plane equipment according to the OEM requirements, and relevant sections of EI 1540.
- Implement an Invoicing system for invoicing of aircraft operators.
- Provide resources which are skilled, certified and sufficiently trained to perform the Into-Plane fuelling service. The Operator shall ensure that staff has valid permits and licenses at all times.
- Ensure that the refuelling trucks and where applicable the hydrant dispensers have roadworthy certificates and that they are licensed.
- Ensuring that the refuelling trucks and where applicable, the hydrant dispensers are serviced according to OEM requirements and that records are maintained at reimbursable costs.
- Ensuring that all vehicle mounted fire extinguishers are serviced annually and that they are recorded in a fire fighting equipment register.
- Ensuring that where applicable, the into-plane fuelling staff is on standby to cater for unplanned fuelling of aircrafts.
- Implement improvements required in terms of JIG bulletins at reimbursable costs



- Ensuring that all safety systems of Into-plane equipment are functional and providing evidence thereof on a monthly basis.
- Execute the step-in rights on behalf of ACSA, in the event where an occurrence results in ACSA's ability to meet its mandatory requirement as the Airport Authority being compromised.

2.3.3 Airline and IATA Audits

2.3.3.1 Providing all Fuel storage operations documentation and making relevant management personnel available within a reasonable time upon a reasonable Commercial Airline or IATA (International Air Transport Association) audit request.

2.3.4 JIG Inspections

2.3.4.1 Ensure that there is an annual inspection by a certified JIG inspector on fixed and mobile fuelling assets. The inspection shall be conducted in June of every year and the report shall be shared with ACSA by end of July every year. The costs of the inspection will be borne by the Operator.

2.3.5 Vehicles and Fuel

- 2.3.5.1 The Operator shall provide at their own costs vehicle(s) such as Bakkie(s) equipped with suitable towbars for use in towing any fuelling related equipment or accessing the airside. The fuel for use of such vehicle(s) shall be for the account of the Operator.
- 2.3.5.2 The Operator shall ensure that the vehicle(s) used for accessing the airside, meets the ACSA's vehicle requirements for accessing the airside at all times.

2.3.6 Transition Period

- 2.3.6.1 The Transition Period shall be up to five (5) full calendar months before commencement date of the Agreement.
- 2.3.6.2 The Operator shall make suitable staff available at least five (5) full calendar months before the commencement date to participate in a Transition program at each of the sites.
- 2.3.6.3 The Operator shall ensure that the following outcomes are reached during the transition period:
- 2.3.6.3.1 The Fuelling Information Management System is set up, tested and users including designated ACSA personnel are trained and provided access credentials.
 - 2.3.6.3.2 Bulk Fuelling and Into-plane operating staff attend Airside Induction and obtain necessary Permits.

- 2.3.6.3.3 Familiarisation with plant and Into-plane equipment
- 2.3.6.3.4 Training staff on operating procedures
- 2.3.6.3.5 Compiling and agreeing with stakeholders on a site emergency response plan
- 2.3.6.3.6 Conducting a joint inspection of the asset condition with ACSA and signing off on the Asset Condition Assessment report.
- 2.3.6.3.7 Reviewing Asset Information, Environmental monitoring information Environmental Due Diligence report conducted by the outgoing Operator and signing off to accept the Environmental baseline information upon cessation of operations by the current Operator. Where the Operator does not agree with the Environmental Due Diligence report issued by the outgoing Operator, such Operator shall conduct a Baseline Environmental Due Diligence at own Costs.
- 2.3.6.3.8 Negotiating and where feasible agreeing to a purchase price or a fuel swap with the current Operator for the dead fuel stock or stock which may be in the tanks or refuelling trucks.
- 2.3.6.3.9 Setting up office and IT infrastructure.
- 2.3.6.3.10 Setting up a maintenance management system
- 2.3.6.3.11 Scheduling a date for delivery of 1 day's fuel stock holding.
- 2.3.6.3.12 Jointly signing off on stock Dips a day before the commencement date of the operating agreement.

2.3.7 Confidential documents to be issued to bidders

- 2.3.7.1 The confidential ACSA documents which include the Fuelling operations information at the airports and the Procedures, shall be issued to bidders upon signature of a (NDA) Non-Disclosure Agreement issued with this Bid. The NDA can be downloaded from National Treasury's E-Tender portal, completed, signed and emailed to the Bid SCM Specialist.
- 2.3.7.2 The Operator shall not hold ACSA liable as a result of any information issued.

2.3.8 General

- 2.3.8.1 Providing own office equipment.
- 2.3.7.2 Providing own office cleaning materials and services

2.4 Special Conditions of the RFP

Bidders can bid for opportunity with the following conditions:

- 2.4.1 The concession period for this RFP is for a period of 10 years.
- 2.4.2 The minimum rental for operating the storage and into plane operations is outlined in the pricing schedule.
- 2.4.4 Notwithstanding the Mandatory requirements of the bid, A Bidder who qualifies for award will be required to enter into a Service Level Agreement.
- 2.4.5 The model proposed is that of a Concession through use of a bespoke Agreement. The Agreement is part of the Mandatory returnables and must be accepted by way of initialling all the pages and signing on the signature page.
- 2.4.6 Bidders will be required to apply for airside permits for their staff in line with Airport legislation. The cost of the permit will be for the bidder's account. A personal permit is approximately R300 without any icons and is valid for 2 years, where after a new permit will have to be applied for.
- 2.4.7 Bidders will be required to conform to the management rules at the Airport. Spot fines will be levied for transgressions of these management rules.
The Successful bidder will allow ACSA to conduct site inspections at regular intervals or as and when ACSA requires conducting such inspections.
- 2.4.8 The Successful bidder shall undertake to make provisions for the ACSA review meetings at intervals to be advised from time to time.
- 2.4.9 The Successful bidder shall sign the letter of award within 5 working days from date of issue. ACSA shall move to the next successful bidder in line if such award letter is not signed and returned within the stipulated 5 working days period.
- 2.4.10 Before award, the Successful Bidder will be required to secure and maintain the following insurances for the duration of the agreement within 5 working days:
 - 2.4.10.1 **Aviation liability** insurance, for an amount of not less than USD 500,000,000 (Five hundred million US dollars). The aviation liability cover must have extensions for Environmental Liability and Motor 3rd party liability.
 - 2.4.10.2 **Product liability** insurance for an amount of not less than USD 500,000,000 (Five hundred million US dollars).
 - 2.4.10.3 **General Liability** insurance for an amount of not less than R100,000,000 (One hundred million rands).
 - 2.4.10.4 **The insurance certificate** must include the following:
 - 2.4.10.4.1 Full Details of the insured. ACSA shall also be named as the co-insured.
 - 2.4.10.4.2 Full details of the Insurer
 - 2.4.10.4.3 Full details of cover
 - 2.4.10.4.4 Period of Cover



2.4.10.4.3 Name, Surname, contact details and signature of the authorising signatory.

2.4.11 The successful bidder will be required to secure and maintain in place for the duration of agreement a guarantee to the satisfaction of ACSA as the beneficiary of such guarantee. The guaranteed amount shall be sufficient to cover amounts that would be payable to ACSA in terms of the agreement, for 2 calendar months' (60 calendar days for the avoidance of doubt) worth of operations.

2.4.12 ACSA reserves a right to negotiate with the successful bidder.

2.5 Pricing Schedule

PRICING SCHEDULE UNDER SECTION 5 OF THE RETURNABLE DOCUMENTS

Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification. Disbursements will be reimbursed at actual cost.

The successful bidder will be required to provide proof of expenses in order to be reimbursed. Other expenses, for example accommodation (specify, e.g., three-star hotel, bed and breakfast, telephone cost, reproduction cost, etcetera). On basis of these particulars, certified invoices will be checked for correctness.

SECTION 3: EVALUATION CRITERIA

3.1 Evaluation Criteria

- 3.1.1 ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider **mandatory administrative, functionality, 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

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:

- Attendance of the Compulsory Briefing –
THE ATTENDANCE REGISTER WILL BE USED AS PROOF OF ATTENDANCE.
- Duly filled in Pricing Schedule – **SECTION 5.**
For each airport. Failure to complete all pricing schedules for all airports within an RFP package shall result in disqualification of the bidder.

-
3. Proof of valid Registration with JIG (Joint Inspection Group). A valid JIG registration certificate shall be the acceptable proof of registration. The certificate will be validated with JIG and if it is invalid, it will result in the disqualification of the bidder – The JIG certificate submitted by the bidder shall be in either the bidder's name or its parent company's name.

Where the JIG certificate is held by the parent company, the parent company shall confirm in writing as part of the submission that such certificate shall extend to cover its South African operations.

4. Petroleum wholesale license issued by the South African Department of Energy.
-

5. Acceptance by submission of a fully initialled and signed Service Level Agreement by the bidder for provision of Bulk Storage Operations and Into-Plane Services, Fuel Reserve stock holding and maintenance of Bulk Fuel storage and hydrant facilities – **SEPARATE ANNEXURE TO THIS TENDER DOCUMENT**
-

3.4. Functionality

The functionality evaluation will be conducted by the Bid Evaluation Committee (BEC) 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:

3.4.1 Functionality Criteria

For company experience, bidders must provide information on both Appendix E and also provide the reference letter under Appendix F. Completion certificates and appointment letters will not be accepted.

CVs should include information stated in Appendix G and proof of registration should be attached on Appendix H.

Consent by key personnel whose CVs are submitted that their personal information can be used and processed according to the requirements of the Tender in line with POPI Act no 4 of 2013. *SECTION 6*

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. **The Bidder must score the overall minimum of 70 out of 100 points in order to be eligible for further evaluation on Price and B-BBEE (90/10 split)**

1 Bidders Experience

Item No	Bidders' experience (Supported by reference letters)	Points
Poor	No information provided or information is not complete	0
Satisfactory	<p>Bidder has at least 5 years' experience between 2015 to date performing the following for an airport client:</p> <ul style="list-style-type: none"> JET A-1 Storage Facility Operations including Into-plane services at a commercial international airport. The JET A-1 storage facility's total design capacity is at least 15 (fifteen) million but less than 20(twenty) million litres. Where Daily consumption/throughput is at least 1million (one) litres but less than 1.5 (one and a half) million litres. 	30
Good	<p>Bidder has at least 5 years' experience between 2015 to date performing the following for an airport client:</p> <ul style="list-style-type: none"> JET A-1 Storage Facility Operations including Into-plane services at a commercial international airport. The JET A-1 storage facility's total design capacity is at least 20 (twenty) million but less than 25(twenty-five) million litres. Where Daily consumption/throughput is greater than 1.5 (one and a half) million litres but less than 2 (two) million litres. 	35
Very Good	<p>Bidder has at least 5 years' experience between 2015 to date performing the following for an airport client:</p> <ul style="list-style-type: none"> JET A-1 Storage Facility Operations including Into-plane services at a commercial international airport. The JET A-1 storage facility's total design capacity is more than 25 (twenty-five) million litres. Where Daily consumption/throughput is more than 2 (two) million litres 	45

2 Key Personnel's qualifications and Experience

Qualifications	Experience	Points
Operations GM		
A minimum certified Engineering Degree or Business-Related Degree	<ul style="list-style-type: none"> 5 Years' Experience in senior management and in management of petroleum products storage facilities with at least 25million litres of total storage design capacity per storage facility. Demonstrated 2 years Fuel stakeholders (Throughputters/airlines, refineries/ fuel transporters) management experience. First-hand experience with performing risk assessment and implementing controls at fuel processes management facilities. 	3
	<ul style="list-style-type: none"> 6 Years or more Experience in senior management and in management of petroleum products storage facilities with at least 40 million litres of total storage design capacity per storage facility. Demonstrated 2 years Fuel stakeholders (Throughputters, airlines, refineries, fuel transporters) management experience. First-hand experience with performing risk assessment and implementing controls at fuel processes or management facilities. 	5
Operations Engineering Manager		
A minimum certified Mechanical/Chemical/Electrical Engineering Degree	<ul style="list-style-type: none"> 10 Years engineering experience post qualification and at least 5 of the 10 years must be in a petroleum industry. 3 years in Implementing maintenance management programs and performance reviews. Demonstrated 3 years' experience in the execution of GMR 2(1) Responsibilities 	2
	<ul style="list-style-type: none"> More than 10 Years engineering experience post qualification and at least 5 of the 10 years must be in a petroleum industry. Demonstrated 3 years' experience in the execution of GMR 2(1) Responsibilities. More than 3 years in Implementing maintenance management programs and performance reviews. 	4
Maintenance Supervisor		
Accredited Trade Test (Fitting/Millwright/ Electrician/Instrumentation)	<ul style="list-style-type: none"> At least 3 years' experience in the maintenance supervision of petroleum storage depots or plants or hydrant facilities. 2 years' experience in OHS (i.e., permit to work system, induction, risk assessment, plant safety inspections) 	2

Qualifications	Experience	Points
	<ul style="list-style-type: none"> More than 3 years' experience in the maintenance supervision of petroleum storage depots or plants. More than 2 years' experience in OHS (i.e., permit to work system, induction, risk assessment, plant safety inspections) 	3
Shift Operations Supervisors		
Matric/ N3 and certification through a suitable and relevant (Petroleum) training program.	<ul style="list-style-type: none"> At least 3 years' experience in the supervision of receiving and dispatching operations at Petroleum storage depots. 2 years' experience in OHS (i.e., having worked with permit to work system, safety meetings, having undergone a safety induction, risk assessments, safety inspections) 	2
	<ul style="list-style-type: none"> More than 3 years' experience in the supervision of receiving, quality testing and dispatching operations at Petroleum storage depots. More than 2 years' experience in OHS (i.e., having worked with permit to work system, safety meetings, having undergone a safety induction, risk assessments, safety inspections) 	3

NB All supporting documents including qualifications **MUST** be submitted on the closing date to qualify for any points - no qualifications submitted after closing date will be considered.

The minimum accreditation that will be accepted is SAQA or QCTO. Non-South African qualifications will require SAQA or QCTO accreditation to be provided. The successful bidder must be able to provide, within 90 days from award, evidence of accreditation for all qualifications of key personnel submitted.

3.1 Organogram

	Proposed Organogram	Points
Poor	Insufficient or No information	0
Good	<p>The Organogram is detailed and shows the following:</p> <ul style="list-style-type: none"> Designations of key personnel Sufficient shift staff complement for each of the airports to perform into-plane operations. Sufficient shift staff complement for each of the airports to perform fuel storage facility operations (Airline order fulfilment planning, receiving, quality testing and airline order fulfilments) Sufficient maintenance staff complement to perform hydrant and storage facilities maintenance activities at each of the airports. Sufficient security staff complement to provide 24 hr security services at each of the airports. Sufficient site management and supervision staff for day-to-day management of storage and into plane operations 	6

	Proposed Organogram	Points
	<ul style="list-style-type: none"> Sufficient allocation of Health and Safety personnel at each site Sufficient admin personnel to manage the daily reporting requirements at each site. 	
Very Good	Besides being GOOD, the organogram shows how scaling of staff complement will be implemented on a yearly basis according to the fuel consumption projections.	10

D4 Pricing Methodology of into plane services

Item No	Pricing Methodology of into plane costs	Points
Poor	No information or insufficient information provided	0
acceptable	Provide a pricing commitment	12
Good	<ul style="list-style-type: none"> Pricing is based on staffing structure. Allocation of staff time to the various activities of the fuel farm Factors in the shift rostering of people Into-plane systems of work 	16
Very Good	<ul style="list-style-type: none"> All items contained in good together with Cost per staff member is provided Provisions for staff training and factoring in staff absenteeism rates. Specific attention to supervisory requirements over specific activities. Estimation of aircraft refuelling times and jet fuel receipt at the Airport is the basis for the staffing 	20

D5 Pricing Methodology of working capital (reserve stock at site)

Item No	Pricing methodology of working capital	Points
Poor	No information or insufficient information provided	0
Acceptable	Provide a pricing commitment for the duration of the contract	6
Good	<ul style="list-style-type: none"> Pricing based on return-on-investment requirements of the company. Landed cost of fuel (indicative transportation and handling costs with clarity on it being a reimbursable cost) Pricing per litre provided so that as volumes at site increase, the holding stock and corresponding cost will also increase 	8
Very Good	<ul style="list-style-type: none"> All items contained in good together with Pricing formular that also contains the crude oil price averages for a period as well as R/Dollar exchange rate assumptions 	10

3.5.1. Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system.

- a) The **90/10 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 per professional services discipline.

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

90/10

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

Where:

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

Evaluation of Preference

Bidders are requested to submit B-BBEE certificates. In the event of a tie-on points for two or more bidders, the contract will be awarded to a bidders/s that scored the highest points for specific goals. If two or more entities score the same points for specific goals, the award will be decided by drawing of lots.

Please refer to **Pricing Instructions and Schedule**

Bidders are requested to submit B-BBEE certificates. In the event of a tie-on points for two or more bidders, the contract will be awarded to a bidders/s that scored the highest points for specific goals. If two or more entities score the same points for specific goals, the award will be decided by drawing lots.

Specific Goals	Number of points (90/10 system)
B-BBEE Status Level 1	5
B-BBEE Status Level 2	4.5
B-BBEE Status Level 3	4
B-BBEE Status Level 4	3
B-BBEE Status Level 5	2
B-BBEE Status Level 6	0.5
B-BBEE Status Level 7	0.3
B-BBEE Status Level 8	0.1
Sub-contracting of South African EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	5
Non-compliant contributor	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.

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	MANDATORY	ADMINISTRATIVE	SUBMITTED [Yes or No]
Pricing Schedule Section 5	Y	N	
All other Mandatory Requirements under Section 3.3 of this tender document. Section 6	Y	N	
Declaration of Interest and Politically Exposed Persons Section 7	N	Y	
Declaration of Forbidden Practices Section 8	N	Y	
Terms and Conditions of RFP Section 9	N	Y	
Bidders must accept the ACSA Terms and Conditions Section 10	N	Y	
Confidentiality and Non-Disclosure Agreement Section 11	N	Y	
Certificate of Authority to Sign Tender Appendix A	N	Y	
Certificate of Authority of Joint Ventures (where applicable) Appendix B	N	Y	

Record of Addenda to Tender Documents Appendix C	N	Y	
Proposed Amendments and Qualifications Appendix D	N	Y	
Schedule of the Tenderer's Experience Appendix E	N	Y	
Reference letter from the Client Appendix F	N	Y	
CV and Experience of Key Personnel Appendix G	N	Y	
Proof of Professional Registration Appendix H	N	Y	
Proposed Subcontractor Appendix I	N	Y	
Letter of Good Standing with the Workers Compensation Commissioner Appendix J	N	Y	
Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in order by SARS) Appendix K	N	Y	
Names and identity numbers of Directors / Trustees / Members / Shareholders and Senior management Appendix L	N	Y	
Certificate of Incorporation of the bidding entity showing ownership split Appendix L	N	Y	
Central Supplier Database Report (CSD) Appendix M	N	Y	
SBD 4 Form Bidder's Disclosure Appendix N	N	Y	
SBD 6.1 Form Preference Points Claim Appendix O	N	Y	
All functional criteria documents as per section 3.5 of this tender document Appendix P	N	Y	



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: PRICING SCHEDULE

The **Pricing Schedule and the Site Operation Instructions** will only be provided to bidders as a separate document once the Non-Disclosure Agreement (**Separate Annexure to this document**) has been signed and returned to ACSA by **the 4th of December 2025**. This will allow ACSA to discuss these documents at the Compulsory Tender Briefing to be held on the **9th and 10th of December 2025**.

Bidders who return the signed NDA later than the stipulated dates, will not be afforded additional time to engage with the documents through a tender closing date extension.

Bidders must only price in accordance with this to enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule for all airports in the RFP Package will render the bidder disqualified.

EACH TAB OF THE PRICING SCHEDULE SHOULD BE FILLED IN. FAILURE TO PROVIDE A PROPOSAL WILL RESULT IN A BIDDER BEING DISQUALIFIED.

Guidelines by the Employer.

- The amounts inserted in the Activity Schedules are deemed to include for all amounts, general obligations etc, necessary to carry out the services described in the various documents.
- ACSA will award to the bidder that offers the **highest net EBITDA** for ACSA and its Stakeholders as in the EBIDTA schedules over the contract period. The successful bidder will be required to apply for airside permits for their staff in line with Airport legislation. The cost of the permit will be for the bidder's account. A personal permit is approximately R300 without any icons and is valid for 2 years, where after a new permit will have to be applied for.
- Permit amounts can change at any given time. Bidder will be notified accordingly.
- Minimum ACSA rental required per airport for this tender:

Rental per month CTIA Airport	R 120 000,00 (excluding VAT)
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Rental per month KSIA Airport	R 120 000,00 (excluding VAT)
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IF ANY BIDDER PROVIDES ACSA A RENTAL PER MONTH AMOUNT THAT IS BELOW THE SET MINIMUM, THEN THAT BIDDER WILL BE DISQUALIFIED.

THE CONTRACT WILL BE AWARDED TO THE HIGHEST CUMULATIVE EBITDA FOR ACSA AND ITS STAKEHOLDERS AT THE AIRPORT AS IN THE EBITDA SCHEDULES. FAILURE TO SUBMIT FULL PRICING INFORMATION, WILL RESULT IN DISQUALIFICATION. BIDDERS CANNOT SUBMIT FOR ONLY PART OF THIS TENDER, BUT THE FULL SCOPE.

Signed

Date

Name

Position

Tenderer



SECTION 6: ALL MANDATORY CRITERIA DOCUMENTS REQUIRED FOR THIS TENDER

1. Attendance of the Compulsory Briefing –

THE ATTENDANCE REGISTER WILL BE USED AS PROOF OF ATTENDANCE.

2. Duly filled in Pricing Schedule – **SECTION 5.**

For each airport. Failure to complete all pricing schedules for all airports within an RFP package shall result in disqualification of the bidder.

3. Proof of valid Registration with JIG (Joint Inspection Group). A valid JIG registration certificate shall be the acceptable proof of registration. The certificate will be validated with JIG and if it is invalid, it will result in the disqualification of the bidder – The JIG certificate submitted by the bidder shall be in either the bidder's name or its parent company's name.

Where the JIG certificate is held by the parent company, the parent company shall confirm in writing as part of the submission that such certificate shall extend to cover its South African operations.

4. Petroleum wholesale license issued by the South African Department of Energy.
-

5. Acceptance by submission of a fully initialled and signed Service Level Agreement by the bidder for provision of Bulk Storage Operations and Into-Plane Services, Fuel Reserve stock holding and maintenance of Bulk Fuel storage and hydrant facilities
-



PROTECTION OF PERSONAL INFORMATION CONSENT FORM

Attn: ACSA Supply Chain Management - Corporate
Thami Mncube
Bid Specification Committee Chairperson
E-mail: Thami.Mncube@airports.co.za

Date:

RFP REFERENCE NUMBER: COR8042/2024/RFP

JET A1 RECIEPT, STORAGE OPERATIONS AND MAINTENANCE, INCLUDING INTO-PLANE SERVICES FOR CAPE TOWN INTERNATIONAL AIRPORT AND KING SHAKA INTERNATIONAL AIRPORT.

In line with the Protection of Personal Information (POPI) Act no 4 of 2013, I hereby confirm that I give consent for:

- The Bidder:to submit my CV
for the position of in the
abovementioned tender from ACSA.
- I confirm that all the information provided in the CV is correct and ACSA can follow up and verify with the references listed.

Yours faithfully

.....

REFERENCE NAME & SURNAME

.....

SIGNATURE

TELEPHONE:.....

EMAIL:.....

SECTION 7: DECLARATION FORM

7.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS

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

SECTION 8: DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

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

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

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

This declaration was signed on _____ of _____ 2023 _____

Name: _____

Designation: _____

Signature: _____

SECTION 9: 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 **23RD of January 2026 at 12:00am (Midday)** 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 10: ACSA TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

TO: Airports Company South Africa Limited.

Bid No: COR8042/2025/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 Cape Town International Airport and King Shaka International Airport Jet A1 Storage, Operation, Maintenance and into-plane service project in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Tender Board's decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.



- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after 120 working days calculated from the closing date for Proposal submission.

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

Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	



SECTION 11: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)

KINDLY REFER TO THE NON-DISCLOSURE AGREEMENT PROVIDED WITH THIS TENDER AS A SEPARATE DOCUMENT

NOTE TO BIDDERS:

- 1. BIDDERS WHO DO NOT SIGN THE NDA AND RETURN IT TO ACSA BY THE 4 DECEMBER 2025, WILL NOT RECEIVE THE PRICING SCHEDULES AND THE OPERATIONS INSTRUCTIONS FOR THE SITE.**

Signed

Date

Name

Position

Tenderer

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 member, and in addition, for Corporate JVs, the MOI that specifies the nature and purpose of the company, its proposed governance structure, its intended duration, and the further management goals of the company. It must clearly state the contributions to be made by each member; how the company ought to be managed; and the roles of each member / shareholder in the activities of the joint venture, and their corresponding rights and obligations.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name:
		Signature: Name:
		Signature: Name:

- 1.1.1. An unincorporated/contractual joint venture is established by way of a joint venture agreement which sets out, amongst other elements, the purpose of the joint venture, the identities, and the roles and responsibilities of the participating members. In this iteration, the members of the joint venture conclude contracts in their own names; remain independent from each other; are jointly and severally liable for the debts and liabilities of the joint venture.

- 1.1.2. An incorporated joint venture:
- 1.1.2.1. is a separate legal entity incorporated in its own name under the Companies Act,¹ where each member of the joint venture will hold shares in the separate legal entity;
 - 1.1.2.2. operates in its own name and exists in perpetuity even where one shareholder cedes its shares in the company;
 - 1.1.2.3. is governed by its Memorandum of Incorporation (“**MOI**”) which is lodged with the CIPC, and potentially also a shareholders’ agreement;
 - 1.1.2.4. is required to submit annual financial statements to the CIPC in accordance with the Companies Act;
 - 1.1.2.5. is responsible for acquiring and disposing of assets in its own name and is liable for debts in its own name;
 - 1.1.2.6. is managed by a board of directors who are appointed by the shareholders. The board of directors will owe fiduciary duties to the separate legal entity; and
 - 1.1.2.7. ceases to exist as a separate legal entity either through a voluntary winding up process in terms of the Companies Act, or through deregistration by submitting a request to the CIPC subject to there being no assets or debts needing to be administered or liquidated.
- 1.1.3. Thus, a corporate joint venture is regulated by the Companies Act, with its governing documents being the MOI, and where applicable the shareholders’ agreement (“**SHA**”).
- 1.1.4. Owing to the specific purposes for which joint ventures are created, the MOI should clearly set out the nature and purpose of the company, its proposed governance

¹ Companies Act No. 71 of 2008.



structure, its intended duration, and the further management goals of the company. It must clearly state the contributions to be made by each member; how the company ought to be managed; and the roles of each member / shareholder in the activities of the joint venture, and their corresponding rights and obligations.

- 1.1.5. The SHA is designed to supplement the MOI by setting out the identity, contributions, rights, obligations and functions of each shareholder. It also sets out the manner in which shareholders may withdraw from the legal entity, and the consequences thereof for the other members and for the company.

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....	

Appendix C. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

Appendix D. Proposed Amendments and Qualifications

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule. The Tenderer's attention is drawn to Terms and conditions of RFP Section 10 regarding the Employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer



Appendix E: Schedule of the Tenderer's Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as it relates to the experience will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to the schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and contact number & Email (Note: Both the email and contact number must be provided)	Description of work	Value of work Exclusive of VAT (Rand)	Contract Start Date	Contract End Date



Tenderer must complete the above.

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.

Note: When completing the above schedule, Tenderer’s must take cognisance of the evaluation criteria as described on Section 3 clause 3.5

Signed Date

Name Position

Tenderer



Appendix F: Reference letter from the Clients

Attach here



Appendix G: CV and Experience of Key Personnel – Attach CV here

The experience of the Key Personnel in relation to the scope of work will be evaluated from three different points of view:

- 1) The education, training and skills of the key personnel in the specific field
- 2) Professional registration
- 3) General experience, total duration of professional activity and positions held relevant to the scope of work.

The CVs of the Key Personnel should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
- name and surname
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Work & Project experience

Name of previous and current employer(s), duration and positions held in enterprise(s)

Outline of recent projects / experience that has a bearing on the scope of work – project value, project completion date.

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 3 clause 3.5

The undersigned, who warrants that he / she is duly authorised 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



Appendix H: Proof of Professional Registration

Attach proof of professional registration

Appendix I: Proposed Subcontractor

Tenderers are requested to provide a schedule of proposed key sub-consultants intended to be used on the project. The schedule should be structured under the following headings:

No	Sub-Consultant	Trade to be Sub-consulted	% of Works or Services to be Sub consulted	Amount of Work or Service to be Sub consultant	BBB EE Level	Designated Group and Ownership %	Contact Person and Contact Details
e.g.	ABC Contractors	Building Works	30%	R280,000	Level 1	Black – 100% Women – 80% Youth – 5% Disable – 5%	Mr. Bidder 031 123 4567 Bidder@abcccontractors.co.za
1.							
2.							
3.							

We notify you that it is our intention to employ the following Sub-consultant(s) for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultant in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

Attach the following:

- **BBBEE certificate of proposed subconsultant(s)**
- **SARS Tax Certificate Pin or certified certificate**
- **Certificate of Incorporation**

	Name and address of proposed Sub-consultant	Nature and extent of work	Previous experience with Sub- consultant

Signed Date

Name Position

Tenderer



Appendix J: Letter of Good Standing with the Workers Compensation Commissioner

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

Signed Date

Name Position

Tenderer

**Appendix K: SARS Tax Pin Certificate**

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

Signed Date

Name Position

Tenderer



Appendix L: Certificate of Incorporation

Attach the certificate of incorporation of the bidding entity showing ownership split and names and identity numbers of Directors / Trustees /Members / Shareholders and Senior Management.

Please attach: **Identity documents of the Directors and**

Certificate of Incorporation

Sined Date

Name Position

Tenderer



Appendix M: Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD)

Attach here

Signed Date

Name Position

Tenderer



Appendix N: SBD 4 FORM

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

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² 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 3 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 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.



- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Appendix O: SBD 6.1 FORM

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- b) The applicable preference point system for this tender is the **90/10** preference point system.
- c) The **90/10 preference point system** will be applicable in this tender. The highest acceptable tender will be used to determine the accurate system once tenders are received.

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	90
SPECIFIC GOALS / PREFERENCE	10*
Total points for Price and SPECIFIC GOALS	100

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

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

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

3.1.1. POINTS AWARDED FOR PRICE

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

90/10

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

Where

P_s	=	Points scored for price of tender under consideration
P_t	=	Price of tender under consideration
P_{max}	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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.)

Specific Goals	Number of points (90/10 system)
B-BBEE Status Level 1	5
B-BBEE Status Level 2	4.5
B-BBEE Status Level 3	4
B-BBEE Status Level 4	3
B-BBEE Status Level 5	2
B-BBEE Status Level 6	0.5
B-BBEE Status Level 7	0.3
B-BBEE Status Level 8	0.1
Sub-contracting of South African EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	5
Non- compliant contributor	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:	..... ..... ..... .....



APPENDIX P: ALL FUNCTIONAL CRITERIA DOCUMENTS AS PER SECTION 3.5 OF THIS TENDER DOCUMENT

BIDDERS TO ATTACH OTHER RETURNABLE DOCUMENTS UNDER THE FUNCTIONAL CRITERIA AS SPECIFIED IN SECTION 3.5 OF THIS TENDER DOCUMENT