



REQUEST FOR QUOTATION FOR THE APPOINTMENT OF QUALIFIED SERVICE PROVIDER TO CONDUCT PROPERTY VALUATIONS FOR THE AIRPORTS COMPANY SOUTH AFRICA GROUP FOR A PERIOD OF FOUR (4) YEARS.

RFQ Number: : 53282

Issue Date : 20 October 2025

Closing Date : 18 November @ 12:00PM

Compulsory Briefing Session Date and Time : 28 October @ 12:00PM

Site Inspection : N/A

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	PR53282	CLOSING DATE:	18 November 2025	CLOSING TIME:	12:00PM
DESCRIPTION	Request for Quotation for the Appointment of qualified service provider to conduct property valuations for the Airports Company South Africa for a period of four (4) years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Email responses to : tshidi.mathabatha@airports.co.za					
(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Tshidi Mathabatha		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tshidi.mathabatha@airports.co.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

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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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?			☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B**TERMS AND CONDITIONS FOR BIDDING**

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 POST AWARD.
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:

.....

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SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Submission of RFQ documents

The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted on or before **12:00PM on 18 November 2025** by means of email submission to the following address:

Email address: **tshidi.mathabatha@airports.co.za**

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

1.2. Late Bids

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

1.3. Clarification and Communication

Name:	<u>Tshidi Mathabatha</u>
Designation:	<u>Buyer</u>
Tel:	<u>n/a</u>
Email:	<u>tshidi.mathabatha@airports.co.za</u>

- 1.3.1. Request for clarity or information on the bid may only be requested until **03 November 2025 @ 16h00**. Any responses to queries or for clarity sought by a bidder will also be sent to all the invited bidders.
- 1.3.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

1.4. Compulsory Briefing Session

2. A compulsory briefing session will be held on 28 of October 2025 at 12:00PM. The session will be held at the following location:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 389 122 000 143 9

Passcode: 4ZS2Yo6m

Dial in by phone

[+27 21 834 0841,,82800286#](#) South Africa, Cape Town

[Find a local number](#)

Phone conference ID: 828 002 86#

2.2. 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.

2.3. Disclaimers

It must be noted that ACSA reserves its right to:

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

2.4. Validity Period

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- 2.4.1. 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.

2.5. Confidentiality of Information

- 2.5.1. 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.
- 2.5.2. Furthermore,
- 2.5.2.1. ACSA will not disclose the names of bidders until the bid process has been finalised.
- 2.5.2.2. Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.
- 2.6. ACSA is a National Key Points therefore has to comply with the laws prescribed by the security cluster of the Country. Bidders may be subjected to security vetting depending on the goods and/or services being provided. ACSA will not contract with a bidder that does not comply with the security vetting requirement.

Hot – Line

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

The Annual Financial statements of the Airport Company South Africa Group ("ACSA"), are prepared in accordance with the International Financial Reporting Standards (IFRS),

ACSA owns numerous Investment Properties i.e. (land and buildings held to earn rentals and for capital appreciation). In terms of ACSA's accounting policy the fair value model has been selected and applies to all the investment properties owned by the entity.

ACSA is therefore required by IAS 40 to measure and disclose the fair values for all its investment properties in order to comply with IAS 40 (Investment Property accounting standard). The determination of the fair values must comply with the requirements of IFRS 13 (Fair Value Measurement).

ACSA requires the services of a registered and independent valuer to provide the fair values of these Investment Properties for the next four (4) financial year ends.

Note: Registered means that the property Valuer must be registered with the SA Council for the Property Valuers Profession.

ACSA also receives ad hoc requests from its stakeholders, for the determination of the market values for properties for the determination of the levy to be levied by the municipalities. The valuer will also be required to perform these municipal valuations in accordance with South African Standard Municipal Valuations for Property Rating "s MVPR".

The appointed service provider will also be required to conduct a comprehensive valuation of all identified properties and/or land parcels intended for acquisition. The valuation must determine the fair market value in accordance with applicable valuation standards and relevant legislation, taking into consideration the current market conditions, location, and any existing improvements on the land. The purpose of the valuation is to inform acquisition decisions and ensure that all transactions are conducted at fair and reasonable values. The detailed valuation report should include methodologies applied, supporting evidence, and a summary of key findings for each property.

2.2 Scope of Work

A Service provider is required to produce Fair Value Reports on the ACSA group investment properties annually for financial reporting purposes, and municipal market valuation purposes on an ad hoc basis.

The following will be required from the appointed service provider in order to produce the Fair Value Reports:

- Visiting of ACSA sites to physically inspect all the investment properties (i.e., based at nine airports, comprising approximately of 330 properties). This estimate is inclusive of three (3) subsidiary entities located at the major international airports (OR Tambo, Cape Town and King

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Shaka International Airport). This inspection should be done annually and must be utilised to assess the condition and location of the properties when determining the fair value.

- **Note:** ACSA also receives ad hoc requests from its stakeholders, for the determination of the market values for properties for the determination of the levy to be levied by the municipalities. The valuer will also be required to perform these municipal valuations in accordance with South African Standard Municipal Valuations for Property Rating ("s MVPR").
- The identification of any other potential investment properties that were not previously classified as such, as well as properties required for master planning and expansion purposes. These properties will require a full report, including a site inspection, market research, comparative sales analysis, due diligence, and a final valuation report for each parcel.
- Inspection of all lease agreements to substantiate fair valuation process. This process will also assist on the identification of any other investment properties that were not classified as such previously.
- The valuator should separate the investment properties into their major categories i.e. "Business & Commercial Portfolio and the Industrial Portfolio". (not residential properties).
- Usage of the "Income Approach" to determine Fair values – any other valuation method will have to be approved beforehand by ACSA and substantiated.
- The disclosure in the valuation reports, the assumptions made about all inputs utilised to arrive at the market value and the preparation of a sensitivity analysis of each market value when the inputs in accordance with IFRS 13.
- The Significant judgements, estimates and source of estimation uncertainty will be required to form part of the valuation reports which must include the market yields, escalation rates, vacancy rates and capitalisation rates.
- The valuation report for each site/airport must include details of the assumptions (i.e. the reasons for the fair valuation, the valuation model and consideration of anticipated traffic volume demand and airline sustainability) made by the valuator to arrive at the fair value.
- The valuation report must disclose all assumptions, e.g., the perpetual vacancy rate; comparative analysis and/or income approach, whether the depreciated cost approach was used. Whether the residual-land-value method or a discounted cashflows are used.
- The valuation must take into account any/all events after reporting period i.e., all events that occur between the end of the reporting period and the date when the financial statements are authorised for issue and events that provide evidence of conditions that existed at the end of the reporting period, an example of such is the impact of Covid-19 on business and leisure travel, related industries and the economy.
- The disclosure of the market yields, escalation rates and key valuation inputs existing at each reporting date must be provided for financial reporting purposes. The valuator can refer to ACSA's Annual Financial Statements Note B.1 to confirm the main inputs required per major property portfolio.

- Since the fair value is an estimate, the valuator will be required to provide a sensitivity analysis of the impact on the value if the unobservable inputs increased/decreased by a certain percentage.
- The curriculum vitae of all individuals that formed part of the valuation team are required, including the professional qualifications of the said individuals.
- It should be noted that ACSA has no intention of selling any Properties in the near future, therefore the fair valuation process is specifically for the purpose of meeting the requirements of IAS 40 and IFRS 13 for reporting purposes.
- Final valuation reports for IFRS reporting (Investment Properties) are expected to be submitted by the 15th of April for each year that the fair valuation of investment property is performed for the year end Reporting of 31st of March.

	VALUATION PROCESS START DATE	INVESTMENT PROPERTY REPORT DEADLINE
1.	January 2026	15 April 2026
2.	January 2027	15 April 2027
3.	January 2028	15 April 2028
4.	January 2029	15 April 2029

- The final reports will be subject to external audits and reviews by ACSA stakeholders. The valuator will therefore be required to grant permission to share the valuation reports and avail themselves to discuss/respond to any queries that may be raised by the stakeholders i.e., the Auditor General South Africa (AGSA), Shareholders and the Johannesburg Stock Exchange (JSE).
- Each report submitted is to be signed/authorized by the Compiler and a Quality Reviewer
- Bidders should note that their project plans should consider, at minimum, the following in order to meet the deadline of 15 April each year:
 - Collection of data before going to site (this can refer to leases and property documents ACSA can share)
 - Asset Verification (site visit as per ACSA's requirements and not to rely on desk work)
 - Team Members Allocation (How resources will be divided)
 - Time frame between tasks (Valuation flow whilst on ACSA's given deadline)
 - The actual valuation report being done (Zoning, Use of Land, Title deeds and not Lightstone print out)
 - Valuation Report Quality Check before submission to ACSA (checked and signed by registered professional)
 - Submission (Physical Report to ACSA or Online)

- Breakdown of sites:

Number of properties:

ACSA Sites	Estimated Number of Properties
Bram Fischer International Airport (BFN)	23
Cape Town International Airport (CTIA)	43
King Phalo Airport (KPA)	15
George Airport (GRJ)	34
Kimberly Airport (KIM)	32
King Shaka International Airport (KSIA)	29
O.R. Tambo International Airport (ORTIA)	33
Chief Dawid Stuurman International Airport (PLZ)	67
Upington International Airport (UP)	43
Airports Logistics Property Holding Company -ORTIA	2
Airports Logistics Property Holding Company - CTIA	2
Dube Trade port JV - KSIA	5
Precinct 2A - ORTIA	1
Total Properties	329

Number of Leases per site

ACSA Sites	Estimated Number of Leases
Bram Fischer	23
Cape Town	43
King Phalo	15
George	39
Kimberly	31
King Shaka	29
O.R. Tambo International Airport	30
Chief Dawid Stuurman	59
Upington	43
Subsidiaries	
Airports Logistics Property Holding Company - ORTIA	2

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Airports Logistics Property Holding Company - CTN	2
Dube Trade port JV - KSIA	5
Precinct 2A - ORTIA	24
Total Properties	345

Lease information

KING SHAKA INTERNATIONAL AIRPORT

Building / Site Description		
Tenant Name	Facility type	Extent (m²)
Number 1	Office	158
Number 2	Office	46,6
Number 3	Office	218,3
Number 4	Office	754
Number 5	Office	160,3
Number 6	Office	149
Number 7	Office	77,9
Number 8	Office	33,4
REMOTE SITES HANGAR WORKSHOP		
Tenant Name	Facility type	Extent (m²)
Number 1	Hangar/ Workshop	2424
Number 2	Hangar/ Workshop	747
Number 3	Hangar/ Workshop	1070
Number 4	Hangar/ Workshop	42,2
Number 5	Hangar/ Workshop	13
Number 6	Hangar/ Workshop	815,7
Number 7	Hangar/ Workshop	65,4
Number 8	Warehouse/ Workshop	17500
Number 9	Office	3400

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REMOTE SITE CAR RENTAL AREA		
Tenant Name	Facility type	Extent (m²)
Number 1	Open Storage	26600
Number 2	Open Storage	23453
Number 3	Open Storage	5571
Number 4	Open Storage	5000
Number 5	Open Storage	22014
Number 6	Open Storage	5977
Number 7	Open Storage	2635
DUBE CITY VACANT LANDS		
Tenant Name	Facility type	Extent (m²)
Number 1	Open Storage	2000
Number 2	Vacant Land	28105
Number 3	Fuel Service Station	5321
Number 4	Car Rental	1500
Number 5	Parking Area	735

Total number of leases: 29

CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT

Tenant Name	Facility Type	Extent (m²)
Number 1	Office	114
Number 2	Office	19
Number 3	Office	120
Number 4	Office	162
Number 5	Office	22
Number 6	Office	21
Number 7	Office	115

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Number 8	Office	249
Number 9	Office	195
Number 10	Office	39
Number 11	Office	32
Number 12	Warehouse	625
Number 13	Land	400
Number 14	Warehouse	871
Number 15	Warehouse	240
Number 16	Warehouse	200
Number 17	Warehouse	396
Number 18	Warehouse	200
Number 19	Workshop	1162
Number 20	Workshop	2468
Number 21	Workshop	20731
Number 22	Workshop	1100
Number 23	Workshop	5409
Number 24	Car Rental	12192
Number 25	Car Rental	12525
Number 26	Service Station	4606
Number 27	Car Rental	3994
Number 28	Car Rental	2832
Number 29	Car Rental	1500
Number 30	Warehouse	1168
Number 31	Warehouse	265
Number 32	Hotel	3000
Number 33	Office	306
Number 34	Workshop	1578
Number 35	Car Rental	564
Number 36	Office	426
Number 37	Office	669

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Number 38	Office	59
Number 39	Office	35
Number 40	Land	2365
Number 41	Hangar	1200
Number 42	Hangar	1157
Number 43	Hangar	1765
Number 44	Hangar	13150
Number 45	Hangar	335
Number 46	Hangar	408
Number 47	Hangar	324
Number 48	Hangar	881
Number 49	Hangar	2460
Number 50	Hangar	1838
Number 51	Land	2500
Number 52	Land	18000
Number 53	Land	33800
Number 54	Land	64600
Number 55	Office	137
Number 56	Parking	256
Number 57	Land	47
Number 58	Land	20
Number 59	Land	2

Total number of leases: 29

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AIRPORTS COMPANY
SOUTH AFRICA

GEORGE AIRPORT

Tenant Name	Facility type	Extent (m²)
Number 1	Office	63
Number 2	Office	268
Number 3	Office	54
Number 4	Office	30
Number 5	Office	48
Number 6	Office	33
Number 7	Office	45
Number 8	Office	40
Number 9	Office	249
Number 10	Land	4157
Number 11	Land	1800
Number 12	Land	10542
Number 13	Land	1800
Number 14	Land	3600
Number 15	Land	4560
Number 16	Land	1463
Number 17	Land	3600
Number 18	Land	3600
Number 19	Land	3600
Number 20	Land	3600
Number 21	Land	3600
Number 22	Land	9320
Number 23	Land	23
Number 24	Land	6406
Number 25	Land	2813
Number 26	Land	1137

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Number 27	Land	7009
Number 28	Land	1833
Number 29	Land	1800
Number 30	Office	527
Number 31	Land	187 bays
Number 32	Land	4314
Number 33	Land	2398
Number 34	Land	3699
Number 35	Land	2398
Number 36	Land	7101
Number 37	Land	4212
Number 38	Land	104964
Number 39	Land	5018

Total number of leases: 39

BRAAM FISCHER INTERNATIONAL AIRPORT

Tenant Name	Facility Type	Extent (m²)
Number 1	Hangar	2520
Number 2	Land	819
Number 3	Land	506
Number 4	Land	1500
Number 5	Land	1000
Number 6	Land	1564
Number 7	Land	775
Number 8	Land	1500
Number 9	Land	2500
Number 10	Land	5549

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Number 11	Land	5350
Number 12	Land	5350
Number 13	Office	203
Number 14	Office	381
Number 15	Land	144
Number 16	Land	6003
Number 17	Land	20936
Number 18	Office	86
Number 19	Office	146
Number 20	Land	197 bays
Number 21	Land	2173
Number 22	Land	276467
Number 23	Land	43137

Total number of leases: 39

KIMBERLY AIRPORT

Tenant Name	Facility Type	Extent (m²)
Number 1	Hanger	3035
Number 2	Land	200
Number 3	Land	225
Number 4	Hangar	380
Number 5	Land	109
Number 6	Land	156
Number 7	Land	113
Number 8	Land	653
Number 9	Hangar	1058

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AIRPORTS COMPANY
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Number 10	Land	366
Number 11	Land	543
Number 12	Land	426
Number 13	Land	500
Number 14	Land	679
Number 15	Land	219
Number 16	Land	219
Number 17	Land	225
Number 18	Land	1479
Number 19	Land	448
Number 20	Land	106
Number 21	Building	131
Number 22	Land	36
Number 23	Land	100
Number 24	Land	3637
Number 25	Land	1226
Number 26	Land	84
Number 27	Land	3075
Number 28	Land	2421
Number 29	Land	67
Number 30	Land	85 bays
Number 31	Land	156

Total number of leases: 31

KING PHALO

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

Tenant Name	Facility Type	Extent (m²)
Number 1	Land	3351
Number 2	Land	5319
Number 3	Land	4105
Number 4	Land	1800
Number 5	Land	436
Number 6	Land	100
Number 7	Land	1035
Number 8	Land	1200
Number 9	Land	3150
Number 10	Land	4000
Number 11	Land	2656
Number 12	Land	7268
Number 13	Land	2544
Number 14	Land	1179
Number 15	Land	546

Total number of leases: 15

UPINGTON AIRPORT

Tenant Name	Facility Type	Extent (m²)
Number 1	Land	123
Number 2	Land	9
Number 3	Land	2950
Number 4	Land	1347
Number 5	Land	13840
Number 6	Land	156

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Number 7	Land	499
Number 8	Land	175
Number 9	Land	82
Number 10	Land	179
Number 11	Land	175
Number 12	Land	273
Number 13	Land	180
Number 14	Land	789
Number 15	Land	1093
Number 16	Land	135
Number 17	Land	330
Number 18	Land	175
Number 19	Land	175
Number 20	Land	175
Number 21	Land	175
Number 22	Land	148
Number 23	Land	154
Number 24	Land	191
Number 25	Land	140
Number 26	Land	200
Number 27	Land	346
Number 28	Land	159
Number 29	Land	336
Number 30	Land	210
Number 31	Land	20582
Number 32	Land	275 395
Number 33	Land	297936
Number 34	Land	409 809
Number 35	Land	80
Number 36	Land	100

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Number 37	Land	30
Number 38	Land	5350
Number 39	Land	625
Number 40	Land	69
Number 41	Land	70
Number 42	Land	74 bays
Number 43	Land	317

Total number of leases: 43

CAPE TOWN INTERNATIONAL AIRPORT		
Tenant Name	Facility type	Extent (m²)
Number 1	Office	8256
Number 2	Office	3994
Number 3	Offices & Hangars	6444
Number 4	Land	4200
Number 5	Hangar	2570
Number 6	Hangar	880
Number 7	Land	3600
Number 8	Hangar	1828
Number 9	Land	3435
Number 10	Hangar	1090
Number 11	Hangar	1310
Number 12	Workshop	2375
Number 13	Hangar	6516
Number 14	Land	965
Number 15	Land	3018
Number 16	Land	3274

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Number 17	Land	7509
Number 18	Land	2556
Number 19	Land	8054
Number 20	Land	167
Number 21	Hotel	6680
Number 22	Land	11319
Number 23	Warehouse and Offices	13945
Number 24	Parking	1153
Number 25	Warehouse	3191
Number 26	Warehouse	2277
Number 27	Land	139548
Number 28	Warehouse	30046
Number 29	Land	51522
Number 30	Land	4087
Number 31	Land	1405
Number 32	Workshop	2447
Number 33	Warehouse	2219
Number 34	Warehouse	20659
Number 35	Warehouse	19618
Number 36	offices	16406
Number 37	Land	19000
Number 38	lounge	445
Number 39	offices	560
Number 40	Parking and Offices	1676
Number 41	Land	11600
Number 42	Land	5091439
Number 43	Land	7516

Total number of leases: 43

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O.R TAMBO INTERNATIONAL AIRPORT

Tenant Name	Facility type	Extent (m²)
Number 1	Land, Offices and Warehouse	632
Number 2	Warehouse	3762
Number 3	Land	4950
Number 4	Warehouse and Offices	11130
Number 5	Warehouse	7944
Number 6	Warehouse	7572
Number 7	Warehouse and Offices	5508
Number 8	Warehouse and Offices	8846
Number 9	Office	969
Number 10	Commercial	2262
Number 11	Warehouse and Offices	62511
Number 12	Office and Land	3100
Number 13	Land	44147
Number 14	Commercial	64839
Number 15	Warehouse and Offices	43172
Number 16	Office	9410
Number 17	Hangar	13311
Number 18	Office, Warehouse and Land	33649
Number 19	Hangar and Offices	5674
Number 20	Land	20388
Number 21	Service Station	669
Number 22	Land	10000
Number 23	Hotel	12024
Number 24	Hotel	28895
Number 25	Warehouse	3048
Number 26	Hotel	9250
Number 27	Land and Warehouse	6424
Number 28	a. Commercial	16000
Number 29	b. Retail	22000
Number 30	c. Hotel	130000

Total number of leases: 30

SUBSIDIARY O.R TAMBO INTERNATIONAL AIRPORT

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Tenant Name	Facility Type	Extent (m²)
Number 1	Land	11472
Number 2	Land	12334

Total number of leases: 2

SUBSIDIARY CAPE TOWN INTERNATIONAL AIRPORT

Tenant Name	Facility Type	Extent (m²)
Number 1	Land	9932
Number 2	Land	7517

Total number of leases: 2

Total number of leases: 5

PRECINT 2A O.R TAMBO INTERNATIONAL AIRPORT

Tenant Name	Facility Type	Extent (m²)
Number 1	Workshop/Storeroom	20 990
Number 2	Workshop/Storeroom	23 292
Number 3	Workshop/Storeroom	15 797
Number 4	Workshop/Storeroom	1 788
Number 5	Workshop/Storeroom	1 773
Number 6	Office	6 962
Number 7	Workshop/Storeroom	2 376
Number 8	Workshop/Storeroom	2 133

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Number 9	Workshop/Storeroom	6 844
Number 10	Workshop/Storeroom	591
Number 11	Workshop/Storeroom	106
Number 12	Workshop/Storeroom	12
Number 13	Workshop/Storeroom	207
Number 14	Office	796
Number 15	Workshop/Storeroom	387
Number 16	Workshop/Storeroom	16
Number 17	Workshop/Storeroom	665
Number 18	Workshop/Storeroom	1380
Number 19	Workshop/Storeroom	261
Number 20	Workshop/Storeroom	315
Number 21	Workshop/Storeroom	610
Number 22	Workshop/Storeroom	25
Number 23	Workshop/Storeroom	27
Number 24	Workshop/Storeroom	476
Number 25	Workshop/Storeroom	459
Number 26	Office	6866
Number 27	Workshop/Storeroom	27466
Number 28	Workshop/Storeroom	2541
Number 29	Workshop/Storeroom	2 160
Number 30	Workshop/Storeroom	109
Number 31	Workshop/Storeroom	1 746
Number 32	Workshop/Storeroom	112
Number 33	Workshop/Storeroom	209
Number 34	Workshop/Storeroom	3 642
Number 35	Workshop/Storeroom	10 108
Number 36	Workshop/Storeroom	8 788
Number 37	Workshop/Storeroom	5 247
Number 38	Workshop/Storeroom	130

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Number 39	Workshop/Storeroom	8 278
Number 40	Workshop/Storeroom	1 340
Number 41	Workshop/Storeroom	27
Number 42	Workshop/Storeroom	19
Number 43	Workshop/Storeroom	41
Number 44	Workshop/Storeroom	507
Number 45	Workshop/Storeroom	298
Number 46	Workshop/Storeroom	200
Number 47	Workshop/Storeroom	511
Number 48	Workshop/Storeroom	27
Number 49	Workshop/Storeroom	45
Number 50	Workshop/Storeroom	1 250
Number 51	Workshop/Storeroom	316
Number 52	Workshop/Storeroom	337
Number 53	Workshop/Storeroom	41
Number 54	Workshop/Storeroom	4 568
Number 55	Workshop/Storeroom	24 531
Number 56	Workshop/Storeroom	957
Number 57	Workshop/Storeroom	61
Number 58	Workshop/Storeroom	718
Number 59	Workshop/Storeroom	883
Number 60	Workshop/Storeroom	3 224
Number 61	Workshop/Storeroom	10 918
Number 62	Office	1 800
Number 63	Workshop/Storeroom	12 516
Number 64	Office	9 723
Number 65	Office	1 312
Number 66	Office	3 146
Number 67	Workshop/Storeroom	125
Number 68	Workshop/Storeroom	213

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Number 69	Office	467
Number 70	Office	53
Number 71	Office	30
Number 72	Workshop/Storeroom	160
Number 73	Office	3 156
Number 74	Workshop/Storeroom	546
Number 75	Workshop/Storeroom	17 985
Number 76	Office	2 819
Number 77	Office	3 691
Number 78	Office	5 426
Number 79	Office	1 183
Number 80	Workshop/Storeroom	1 352
Number 81	Office	3256
Number 82	Workshop/Storeroom	13
Number 83	Workshop/Storeroom	2664
Number 84	Workshop/Storeroom	1 415
Number 85	Workshop/Storeroom	708
Number 86	Workshop/Storeroom	117
Number 87	Workshop/Storeroom	18
Number 88	Warehouses/Workshops	10 930
Number 89	Office	2 332
Number 90	Warehouses/Workshops	75 830
Number 91	Land	119 000
Number 92	Land	54 900
Number 93	Land	17 933
Number 94	Vacant land	154 000
Number 95	Vacant land	95 390
Number 96	Vacant land	52 500
Number 97	Vacant land	8 060
Number 98	Vacant land	10 320

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Number 99	Vacant land	6 850
Number 100	Vacant land	15 000
Number 101	Vacant land	47 000
Number 102	Vacant land	10 700

Total number of leases: 102

SECTION 2: EVALUATION CRITERIA

2.1 Evaluation Criteria

2.1.1 ACSA will use a pre-determined evaluation criteria 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.

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

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

Stage 1	Stage 2	Stage 3	Stage 4
Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiation (where applicable)

2.2.1. Stage 1: Mandatory Requirements

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- Pricing Schedule as per SBD 3.3

2.2.2 Stage 2 Functionality

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of 60 points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and Preference (80/20 split).

Evaluation Criteria	MAX			
1. Company Experience	20			
1.1. Provide 5 projects where you utilised IAS40 to determine the fair value of a property as per IFRS13 using the <u>Income Approach</u> Provide all the following information for each project: <table><tr><td>INFORMATION REQUIRED PER PROJECT</td></tr><tr><td>1. Provide a brief write-up describing the scope of work for each project</td></tr><tr><td>2. Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)</td></tr></table> <i>Full requirement not met or less than 5 projects provided = 0 points</i> <i>Full requirement met for 5 projects = 5 points</i> <i>Full requirement met for more than 5 projects = 10 points</i>	INFORMATION REQUIRED PER PROJECT	1. Provide a brief write-up describing the scope of work for each project	2. Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)	10
INFORMATION REQUIRED PER PROJECT				
1. Provide a brief write-up describing the scope of work for each project				
2. Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)				



1.2. Provide 3 projects where you performed valuations for Municipal rates and taxes [Business & Commercial Portfolio and the Industrial Portfolio (not residential properties)]. Provide all the following information for each project: <table><tr><th>INFORMATION REQUIRED PER PROJECT</th></tr><tr><td>3. Provide a brief write-up describing the scope of work for each project</td></tr><tr><td>4. Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)</td></tr></table> Full requirement not met or less than 3 projects provided = 0 points Full requirement met for 3 projects = 5 points Full requirement met for more than 3 projects = 10 points	INFORMATION REQUIRED PER PROJECT	3. Provide a brief write-up describing the scope of work for each project	4. Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)	10
INFORMATION REQUIRED PER PROJECT				
3. Provide a brief write-up describing the scope of work for each project				
4. Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)				
2. Resource Experience Provide a Resource plan/matrix with a minimum of 4 individuals who will work on this project. The following is required for each Resource listed: 1. CVs demonstrating each resource’s experience in determining the fair value of a minimum of three (3) properties as per IFRS13 using the <u>Income Approach</u> 2. CVs demonstrating each resource’s experience in performing a minimum of three (3) valuations for Municipal rates and taxes [Business & Commercial Portfolio and the Industrial Portfolio (not residential properties)]. 3. Provide valid certification per resource listed. Each resource must have a minimum of “Professional Associated Valuer” certification	60			
2.1 Investment Property Valuation Experience Provide the CVs of each resource demonstrating each resources experience in determining the fair value of a of a minimum of three (3) properties as per IFRS13 using the <u>Income Approach</u> Full requirement not met= 0 points Full requirement met for 4 resources= 10 points Full requirement met for more than 4 resources= 20 points	20			

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2.2 Municipal rates and taxes Valuation Experience Provide the CVs of each resource demonstrating each resources experience in performing a minimum of three (3) valuations for Municipal rates and taxes [Business & Commercial Portfolio and the Industrial Portfolio (not residential properties)]. Full requirement not met= 0 points Full requirement met for 4 resources= 10 points Full requirement met for more than 4 resources= 20 points	20
2.3 Certification Provide valid certification per resource listed. Each resource must have a minimum of "Professional Associated Valuer" certification. Full requirement not met= 0 points Full requirement met for 4 resources= 10 points Full requirement met for more than 4 resources= 20 points	20
3. Travel Plan	20
Complete the attached Travel Plan table provided in Appendix D of this tender document. Travel plan table not completed= 0 points Travel plan completed= 20 points	20
TOTAL	100

2.4. Returnable Documents

2.4.1. Mandatory Returnable documents:

- Pricing Schedule

2.4.2. 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.

2.4.3. 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

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specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder.

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

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

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 3: PRICE AND PREFERENCE

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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Specific Goals	Number of points (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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	
Black youth majority-owned entities	5	
Black women majority-owned entities	5	
Company majority owned by people with disabilities	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

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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:	

Pricing Schedule **SBD 3.3****PRICING SCHEDULE****(Professional Services)**

Note: all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment, insurance fund contributions and skills development levies.

COST ITEM	RATE PER UNIT (Incl. VAT)
Rate per unit valuated	
Hourly rate for administrative ad hoc services	
Rate per unit valuated for properties needed for acquisition purposes.	
	TOTAL COST (Incl. VAT)
Travel & accommodation	
Disbursements	

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 4: DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

Making a Declaration

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

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

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

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

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

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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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./We declare that we have not acted in any manner which promotes unfairness, contravenes any law or is against public morals. We further certify that we will in full compliance of this tender terms and conditions as well as ACSA policies in the event that we are successful in this tender.



Declaration:

I/We the undersigned _____ (Name) hereby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

Signature

Date

Position

Name of bidder

SECTION 5: BIDDER'S DISCLOSURE FORM

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration in respect of employees of the State

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

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

Full Name	Identity Number	Name of State institution

3. Bidders' disclosure in respect of independent bidding

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

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



I CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT AND ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS INFORMATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position/ Designation

.....
Name of bidder

SECTION 6: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

1. INTERPRETATION

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
 - 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of confidential nature of the disclosing party, in whatever form it may be;
 - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;

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- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;
- but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
- is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

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

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

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2. **INTRODUCTION**

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

3 **USE OF CONFIDENTIAL INFORMATION**

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

4 **NON-DISCLOSURE**

- 4.1 THE RECEIVING PARTY undertakes that –
- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

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

5. **COPIES**

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

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

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

7. **DURATION**

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

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

11. **DOMICILIUM**

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

12. **GENERAL**

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

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SIGNED at _____ on _____ day of _____ 202__

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202__

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

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

TO: Airports Company South Africa SOC Limited (ACSA)

Proposal No: RFQ 53282_____

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the [RFQ 53282] in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the conditions of this bid and documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Bid Adjudication Committee decision is final and binding.
- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting by Airport Company South Africa or its agent.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.

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- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Proposal submission.
-

Thus done and signed at		on this the		day of		202
-------------------------	--	-------------	--	--------	--	-----

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	

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SECTION 8: VAT QUESTIONNAIRE

VAT Questionnaire for entities bidding as a partnership, joint venture or consortium (i.e. Body of Persons). The following form is required to be completed by the winning bidder at contracting stage.

1. Are you bidding as a partnership/ joint venture or consortium? **Yes/No (Mark with X below)**

Yes	No
------------	-----------

2. If you have answered yes to the above question, please provide the following:

- 2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

Name of the Body of Persons	VAT Number of Body of Persons	Valid registration certificate attached? Yes/No
1.		

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

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

The below definitions are in relation to the above requirement.

1. Definitions

1.1 **Person**, as defined in section1(1) of the Value Added Tax Act No 89 of 1991("the VAT Act") – includes a public authority, any municipality, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

The below terms are not defined in the VAT Act and as such, the ordinary meaning has been taken into account:

1.2 **Consortium or Joint Venture** - an arrangement between two or more persons based on an agreement to generally operate a single, limited or defined project. The parties to such an agreement will generally share control of the arrangement and share the product or output of the venture

1.3 **Partnership** - an arrangement between two or more persons based on an agreement. The parties to that arrangement should have the intention to be partners and the essential elements for a

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

partnership being the partners' contributions, a profit objective and joint benefit for the partners must be evident from the agreement.

2. The Law

Section 51 of the VAT Act states that:

- (1) *Subject to the provisions of section 46, where any body of persons, whether corporate or unincorporate (other than a company), carries on or is to carry on any enterprise-*
- a. such body shall be deemed to carry on such enterprise as a person separate from the members of such body;*
 - b. registration of that body as a vendor shall be effected separately from any registration of any of its members in respect of any other enterprise;*
 - c. liability for tax in respect of supplies by that body shall be determined and calculated in respect of the enterprise carried on by it as an enterprise carried on independently of any enterprise carried on by any of its members, and any refund relating to that body's enterprise which is payable in terms of section 44 shall be made to that body; and*
 - d. the duties and obligations imposed by this Act on any vendor or other person shall, as respects the enterprise carried on by that body, be performed by it separately from the duties and obligations imposed on any of its members.*

3. Application of the Law

When a body of persons forms a joint venture, partnership or consortium, such a body is treated as a separate legal person for VAT purposes and, in terms of section 51(1) of the VAT Act, required to register for VAT with the South African Revenue Services ("SARS") where the body's taxable supplies exceed the registration threshold.

Should the joint venture or partnership or consortium not be registered for VAT, **VAT cannot be levied on any invoice** that will be issued out to Airports Company South Africa for services rendered.

APPENDIX A: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDERS' PARTICULARS

TO: The Supply Chain General Manager
Airports Company South Africa Ltd.

Bid Reference Number: **COR6989/2022**

Bidder's Name and Contract Details

Bidder:	
Physical Address:	
Correspondence to be addressed to:	

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Fax Number:	
Phone numbers:	
Email Address:	
Contact Person:	

APPENDIX A: ACCEPTANCE OF TERMS AND CONDITIONS
APPENDIX B: BID DECLARATION
APPENDIX C: LIST OF DIRECTORS
APPENDIX D: TRAVEL PLAN
APPENDIX E: DECLARATION OF FORBIDDEN PRACTICES
APPENDIX F: SUB-CONTRACTING FORM
APPENDIX G: BID CERTIFICATION
APPENDIX H: BIDDER'S DISCLOSURE

APPENDIX A: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDERS' PARTICULARS

TO: The Supply Chain General Manager
Airports Company South Africa Ltd.

Bid Reference Number: RFQ 53282

Bidder's Name and Contract Details

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

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APPENDIX B: DECLARATION FORM

Making a Declaration

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

All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.

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

APPENDIX C: LIST OF DIRECTORS**Full Names of Directors / Trustees / Members / Shareholders of the bidding entity**

Full Name	Identity Number	Personal Income Tax Reference Number

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

APPENDIX D: TRAVEL PLAN

SITE	EST. START DATE	EST. END DATE	NAME(S) OF RESOURCE(S) PER SITE	EST HOURS
BFN			1.	
			2.	
			3.	
			4.	
CTIA			1.	
			2.	
			3.	
			4.	
EL			1.	
			2.	
			3.	

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			4.	
GRG			1.	
			2.	
			3.	
			4.	
KIM			1.	
			2.	
			3.	
			4.	
KSIA			1.	
			2.	
			3.	
			4.	
ORTIA			1.	
			2.	
			3.	
			4.	
PLZ			1.	
			2.	
			3.	
			4.	
UP			1.	
			2.	
			3.	
			4.	
ALPH – ORTIA			1.	
			2.	
			3.	
			4.	
ALPH – CTIA			1.	
			2.	
			3.	
			4.	
LMJV – KSIA			1.	
			2.	
			3.	
			4.	
PRECINT – ORTIA			1.	
			2.	

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			3.	
			4.	

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APPENDIX E: 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:

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 _____ 201_____

Name:

Designation:

Signature:

APPENDIX: F Sub-Contracting

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

If yes, indicate:

- a) The sub-contracted percentage is: _____ %
- b) The name of the sub-contractor is: _____
- c) The B-BBEE status level of the sub-contractor is: _____
- d) The sub-contractor is an EME: **YES / NO** (submit proof) _____

APPENDIX G: BIDS CERTIFICATION

We hereby submit a Bid in respect of the appointment of a Property Valuator for a period of 3 years in accordance with ACSA's requirements.

We acknowledge that ACSA's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,

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We have read, understand and agree to be bound by the content of all the documentation provided by ACSA in this Request for Bids.

We accept that ACSA Tender Board's decision is final and binding.
We certify that all forms of Bids as required in the Bids document are included in our submission.

We certify that all information provided in our Bids is true, accurate, complete and correct.

This Bids is specific to this project only; it has no impact, influence or effect on any other project for which a Bids may be submitted.

The undersigned is/are authorized to submit and sign the Bids that shall be binding on closure of the Bids submission.

The Bids is binding on this Tenderer for a period which lapses after hundred and twenty (120) working days calculated from the closing date for Bids submission.

Thus, done and signed at		on this		day of		2019
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Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	

APPENDIX H: BIDDER'S DISCLOSURE (SBD4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person

connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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.

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

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Signature

Date

.....
Position

Name of bidder

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