



**Tender Reference: ORTIA7983/2025/RFP**

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**Request for Bids for the Request for Proposals for the Provision of Professional Services for the Replacement and Upgrades of 36 Standby Diesel Generators Over a Period Not Exceeding Twenty-Eight (28) Months at Airports Company South Africa's O.R. Tambo International Airport with tender with ORTIA7983/2025/RFP**

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

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

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



**Bid Number:** : ORTIA 7983/2025/RFP

**Issue Date** : 28 August 2025

**Query Closing Date** : 12 September 2025

**Compulsory Briefing** : 08 September 2025 Microsoft Teams @ 10:00 AM

**Site Inspection** : N/A

**Bid Closing Date and Time** : 26 September 2025

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	<b>ORTIA 7983/2025/RFP</b>	CLOSING DATE:	<b>26 September 2025</b>	CLOSING TIME:	<b>11h00</b>
DESCRIPTION	Request for Proposals for the Provision of Professional Services for the Replacement and Upgrades of 36 Standby Diesel Generators Over a Period Not Exceeding Twenty-Eight (28) Months at Airports Company South Africa's O.R. Tambo International Airport				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>Tender Box A; 3<sup>rd</sup> Floor North Wing Offices; OR Tambo International Airport</b>					
<b>1 Jones Road Airports Company South Africa SOC Limited Tender Offices,</b>					
<b>Kempton Park</b>					
<b>(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)</b>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	<b>Davis Mthethwa</b>		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<b>davis.mthethwa@airports.co.za</b>		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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES
<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/>
NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES
<input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
<b>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.</b>	

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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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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## 1. SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to bid documents

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

#### Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. **Bid documents must be submitted on or before 12h00(PM) on the 26<sup>th</sup> of September 2025** using the following method(s):

#### 1.1.1. Hand delivery/Tender Box

The bid document must be delivered to the address below and must be addressed as follows:  
**Addressed as:** Request for Bids for the Provision of Professional Services for the Replacement and Upgrades of 36 Standby Diesel Generators Over a Period Not Exceeding Twenty-Eight (28) Months at Airports Company South Africa's O.R. Tambo International Airport with ORTIA7980/2025/RFP

Delivery address:

**Tender Box A;**

3<sup>rd</sup> Floor North Wing Offices;  
 OR Tambo International Airport  
 1 Jones Road  
 Kempton Park

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

### 1.2. Late Bids

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

### 1.3. Clarification and Communication

Name: Davis Mthethwa

Designation: SCM Senior Buyer

Tel: \_\_\_\_\_

Email: davis.mthethwa@airports.co.za

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- 1.3.1. Request for clarity or information on the bid may only be requested until **12<sup>th</sup> of September 2025**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.
- 1.3.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

#### 1.4. Compulsory Virtual Briefing

A compulsory virtual briefing session will be held **on 08<sup>th</sup> of September 2025 at 10h00 AM**. The session will be held at the following location:

Briefing/Site Inspection Session Requirements	Detail
Date	08 September 2025
Time	10:00 AM
Microsoft Teams Link	Yes
Access to Restricted Area, Cargo, Airside, Terminal	N/A
Documentation, e.g. ID, Passport, Temporary Permit, etc (note: Driver's License will not be acceptable)	N/A
Personal Protective Equipment, Safety boots	N/A

#### [Join the meeting now](#)

Meeting ID: 366 722 306 472 8

Passcode: TM9ax9NE

Dial in by phone

+27 21 834 0841,,140794581# South Africa, Cape Town

Find a local number

Phone conference ID: 140 794 581#

[https://teams.microsoft.com/join/19%3ameeting\\_Zjc0NjRjNTgtMDY0Zi00NDNhLTk2ZDEtZmFjZDk4YzlkY2M1%40thread.v2/0?context=%7b%22Tid%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22Oid%22%3a%22a8b1e651-553a-4e07-ba01-315a233cc33b%22%7d](https://teams.microsoft.com/join/19%3ameeting_Zjc0NjRjNTgtMDY0Zi00NDNhLTk2ZDEtZmFjZDk4YzlkY2M1%40thread.v2/0?context=%7b%22Tid%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22Oid%22%3a%22a8b1e651-553a-4e07-ba01-315a233cc33b%22%7d)

#### 1.5. Bid Responses

Bid responses must be strictly prepared and returned in accordance with this bid document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this

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bid document. Changes to the bidder's submission will NOT be allowed after the closing date of the bid. All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

## 1.6. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.6.1. Award the whole or a part of this bid;
- 1.6.2. Split the award of this bid;
- 1.6.3. Negotiate with all or some of the shortlisted bidders;
- 1.6.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.6.5. To reject the lowest acceptable bid received; and/or
- 1.6.6. Cancel this bid.
- 1.6.7. This bid **document may not be changed** or altered in any manner, any change to the content of the bid document will lead to disqualification as it will be changing the terms and conditions of the tender.

## 1.7. Validity Period

- 1.7.1. ACSA requires a validity period of hundred and twenty (120) business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid.

## 1.8. Confidentiality of Information

- 1.8.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought.
- 1.8.2. Furthermore,
  - 1.8.2.1. ACSA will not disclose the names of bidders until the bid process has been finalised.
  - 1.8.2.2. Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must

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complete confidentiality agreements, which should also be returned to ACSA with the bid.

- 1.9. ACSA is a National Key Points therefore has to comply with the laws prescribed by the security cluster of the Country. Bidders may be subjected to security vetting depending on the goods and/or services being provided. Where deemed necessary, ACSA will not contract with a bidder that does not comply with the security vetting requirement.

**1.10. 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](mailto:office@thehotline.co.za)



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

### **1. Background and Purpose**

Airports Company South Africa (ACSA) has identified the need to replace and upgrade 36 standby diesel generators at O.R. Tambo International Airport. These generators provide critical backup power to the terminal, airside, and cargo areas, ensuring uninterrupted airport operations during power outages. The objective of this project is to enhance the reliability and capacity of the standby power systems in line with operational requirements, safety standards, and stakeholder expectations.

### **2. Scope of Work**

**Refer to Part C3 in the NEC3 Professional Services Contract document.**

Airports Company South Africa (ACSA) is undertaking a project to replace the aging standby diesel generators at O.R. Tambo International Airport to ensure reliable backup power, improved fuel efficiency, reduced emissions, and compliance with modern safety and environmental standards. The work will involve electrical, civil, and structural engineering design, procurement, installation, testing, and commissioning, along with strict health and safety management, cost control, and minimal disruption to airport operations through careful staging and scheduling. The project will be delivered by qualified professionals, culminating in the formal handover of fully operational systems, complete documentation, and staff training to ensure ongoing operational reliability.

Bidders must only price in accordance with the pricing schedule in the NEC3 PSC, 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.

**Refer to page 35 (Section C2) of the NEC3 Contract for Pricing Data**

## SECTION 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

- 3.1.1 ACSA will use a pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider **mandatory administrative, functionality, Price and Preference.**
- 3.1.2 During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.
- 3.1.3 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.

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

Stage 1	Stage 2	Stage 3	Stage 4
Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiations

### 3.3 Stage 1: Mandatory Requirements

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

- Tenderers must attend the virtual compulsory briefing session.
- Tenderer must submit a fully completed and signed Form of Offer (C1.1).
- Completed in full Bidders Disclosure Form SBD 4
- The Principal Electrical Engineer must be registered with ECSA as a Professional Electrical Engineer or Professional Electrical Engineering Technologist.

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

**NB: The contract will not be signed without a valid insurance. (Proof of insurance – On award ONLY)**

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**NB: The Contract will not be signed without a valid letter of good standing with the workers Compensation commissioner (COIDA).**

### 3.3 Stage 2 Functionality

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

#### 3.3.1 Functionality Criteria

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

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **70 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and Preference (**80/20 split**). Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations. (\*Used only where each element has its own threshold. Delete out if there is only a functional/technical wide threshold. In that case only list the elements of the functional evaluation without their specific thresholds):

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum threshold of **70 points** on the functional stage will not be considered further in the evaluation. The bidders need **not** meet the minimum criteria as shown in the functionality table. The thresholds on each element of the evaluation are as follows:

All key persons must be professionally registered with the relevant recognised Councils (ECSA / SACPCMP) - ACSA will verify all registrations.

Project reference form (Appendix E) must be filled completely, and contactable references must be provided. Completion certificates and appointment letters will not be accepted.

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

### FUNCTIONALITY CRITERIA TABLE

Evaluation Area	Evaluation Criteria	*Maximum Score
1. Tenderer's / Companies Previous Experience	<p>Proof that the Bidder has Electrical Engineering professional services work experience on successfully completed projects comprising of Design, installation and commissioning of standby diesel generators or similar power systems with a minimum capacity of 100kVA.</p> <p>10 points per valid reference letter</p> <p>&lt;2 reference letters = 0 points 2 reference letters= 20 points 3 reference letters= 30 points 4 or more reference letters= 40 points</p> <p>Note: Bidders must complete Annexure C. Copies of signed Client Reference letters of completed projects listed on Annexure C should be provided for evaluation purposes. Attach Client Reference letters to Annexure D.</p> <p>A valid signed reference letter may indicate the following information:</p> <ul style="list-style-type: none"> <li>• Project Name</li> <li>• Scope of services rendered by the tenderer.</li> <li>• Construction value and/or generator capacity</li> <li>• Client Representative details (name, surname, designation, phone number and email address).</li> <li>○ The above information should be on a client letterhead.</li> </ul>	40
Sub-Total 1.		40
2. Experience of key staff	<p><b>Principal Electrical Engineer:</b></p> <p>Proof that the Principal Electrical Engineer/ Engineering Technologist has Electrical Engineering professional services work experience on successfully completed projects comprising of design, installation and commissioning of standby diesel generators with a minimum capacity of 100kVA.</p>	

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	<p>10 points per relevant project</p> <p>&lt;2 projects = 0 points 2 projects = 20 points 3 projects = 30 points 4 or more projects = 40 points</p> <p><b>Construction Health and Safety Agent:</b></p> <p>Proof that the Construction Health and Safety Agent is registered with SACPCMP as a Professional Construction Health and Safety Agent and has successfully managed health and safety on construction projects, each with a contract value of at least R5 million (excluding VAT).</p> <p>5 points per relevant project</p> <p>&lt;2 projects = 0 points 2 projects = 10 points 3 projects = 15 points 4 or more projects = 20 points</p> <p>*Attach CV and complete Annexure E for evaluation purposes. Contactable references for projects listed on Annexure E should be provided.</p> <p>Copies of qualification and professional registration should be attached to Annexure F. Certified copies will be requested upon tender award.</p>	<p>40</p> <p>20</p>
Sub-Total 2.		60
Total 1.&2.		100

### 3.4 Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million*. A maximum of 80 points is allocated for price based on the following formulae (delete formula not applicable):

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

Where:

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

### Evaluation of Preference

ACSA will score specific goals out of 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 20 or out of 10. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

<b>Specific Goals</b>	<b>Number of points (80/20 system)</b>
<b><i>B-BBEE Status Level 1</i></b>	<b><i>5</i></b>
<b><i>B-BBEE Status Level 2</i></b>	<b><i>4.5</i></b>
<b><i>B-BBEE Status Level 3</i></b>	<b><i>4</i></b>
<b><i>B-BBEE Status Level 4</i></b>	<b><i>3</i></b>
<b><i>B-BBEE Status Level 5</i></b>	<b><i>2</i></b>
<b><i>B-BBEE Status Level 6</i></b>	<b><i>0.5</i></b>
<b><i>B-BBEE Status Level 7</i></b>	<b><i>0.3</i></b>
<b><i>B-BBEE Status Level 8</i></b>	<b><i>0.1</i></b>
<b><i>Black women majority-owned entities</i></b>	<b><i>5</i></b>
<b><i>Entity located in provincial/municipal/ district where services or assets are procured.</i></b>	<b><i>5</i></b>
<b><i>Sub-contracting of South African EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.</i></b>	<b><i>5</i></b>
<b><i>Non-compliant contributor</i></b>	<b><i>0</i></b>

## 4

## SECTION 4: MANDATORY AND ADMINISTRATION DOCUMENTS

### 4.1 Mandatory Returnable documents

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

### 4.2 Other Returnable Documents and information

These types of documents and information are required but are not mandatory or are only mandatory at specific stages of the process. ACSA may request bidders to submit these documents or information after the closing date and time or might already have them on the system. Where a document or information is only mandatory at a specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder.

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

RETURNABLE DOCUMENTS AND INFORMATION	MANDATORY	ADMINISTRATIVE	SUBMITTED [Yes]
Priced offer NEC3 Part C2			
Declaration of Interest and Politically Exposed Persons Section 5			
Declaration of Forbidden Practices Section 7			
Terms and Conditions of RFP Section 8			
Bidders must accept the ACSA Terms and Conditions Section 9			
Confidentiality and Non-Disclosure Agreement Section 10			
Certificate of Authority to Sign Tender			
Certificate of Authority of Joint Ventures (where applicable)			
Record of Addenda to Tender Documents			
Proposed Amendments and Qualifications			
Schedule of the Tenderer's Experience			
Reference letter from the Client			

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CV and Experience of Key Personnel			
Approach Paper or Method Statement			
Work Plan and Program			
Certified Proof of Qualifications			
Proof of Professional Registration			
Transformation Framework and Specification forms			
Proposed Subcontractor			
Letter of Good Standing with the Workers Compensation Commissioner			
SBD 4 Form Bidder's Disclosure			
SBD 6.1 Form Preference Points Claim Appendix S			
SBD 3.3: Priced offer			
BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit			
Verifiable medical certificate of report as proof of disability(For preference claims)			
Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)			
Certificate of Incorporation of the bidding entity showing ownership split			
Central Supplier Database Report (CSD)			
VAT Questionnaire			
ACSA Terms and Conditions			

#### 4.3 Validity of submitted information

Bidders must ensure that all conditions, documents and information which has been submitted in pursuance to this bid remains valid for the duration of the contract period. In the event where a validity document expires an updated document must be submitted. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.



## SECTION 5: RETURNABLE DOCUMENTS

### SECTION 5: DECLARATION FORM

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

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

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

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

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

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

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

Full name of the bidder or representative of  
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

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### PEP/DPIP Declaration

DPIP/PEP Declaration for self/family member or close associate:

Nature of Political Exposure	Term of the office	Description of activities relating to political exposure

Full Names of Directors / Trustees / Members / Shareholders/ Senior Management of the bidding entity.

Full Name	Identity Number	Personal Income Tax Reference Number



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

**Declaration:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

## SECTION 7: DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

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

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

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

This declaration was signed on \_\_\_\_\_ of \_\_\_\_\_ 202\_\_\_\_\_

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

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

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

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## SECTION 8: TERMS AND CONDITIONS OF RFP

### 8.1 Conditions of the request for proposal

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



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

## **8.2 Binding Arbitration Provision**

- 8.2.1 It is a condition of participation in this RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
  - Concerning any aspect of the RFP process to anything done or decided there under: or
  - Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- 8.2.2 Such arbitration shall be by a single arbitrator who shall be –
- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
  - The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- 8.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to

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be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.

- 8.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- 8.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 8.2.6 The arbitration shall be held in Johannesburg in the English language.
- 8.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.
- 8.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

### **8.3 RFP Acceptance**

- 8.3.1 ACSA reserves the right to reject: -
  - a. Incomplete bids;
  - b. Late bids;
  - c. Conditional bids; and
- 8.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 8.3.3 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 8.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 8.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.
- 8.3.6 ACSA reserves the right to not award more than one contract to a Bidder.
- 8.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority.





## SECTION 9: ACSA TERMS AND CONDITIONS OF RFP AND BIDDERS PARTICULARS

TO: Airports Company South Africa Limited.

Bid No: ORTIA 7983/2025/RFP

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

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

### 2. Proposal Certification

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

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

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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 project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after one hundred and twenty (120) calendar days calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		2025
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Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	

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## SECTION 10: 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, -

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

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

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

## 2. INTRODUCTION

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

### **3 USE OF CONFIDENTIAL INFORMATION**

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

### **4 NON-DISCLOSURE**

#### **4.1 THE RECEIVING PARTY undertakes that –**

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

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

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

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

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

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



## 5. **COPIES**

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

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

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



7. **DURATION**

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

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

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contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

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

## 11. **DOMICILIUM**

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

## 12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.

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

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

\_\_\_\_\_  
**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

the signatory warranting that he is duly authorised thereto.

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

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

**AS WITNESSES**

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

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

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

\_\_\_\_\_

**[NAME OF SERVICE PROVIDER]**

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

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

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

**AS WITNESSES**

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

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



# LIST OF RETURNABLE DOCUMENTS

## PART T2



## **Appendix A Certificate of Authority to Sign Tender**

Insert certified copy of an extract from the minutes of a meeting of the Board of Directors or Members authorizing the person who signs the Submission to sign it on behalf of the Company, Corporation or Firm.


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

This Returnable Schedule is to be completed by joint ventures.

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

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

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

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

Tenderer . . . . .

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### Appendix C. Record of Addenda to Tender Documents

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

Attach additional pages if more space is required.

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

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

Tenderer .....

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#### Appendix D. Proposed Amendments and Qualifications

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

Page	Clause or item	Proposal

Attach additional pages if more space is required.

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

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

Tenderer .....





## **Appendix E: Schedule of the Tenderer's Experience**

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

Tenderers should briefly describe their experience in the following form.

Tenderer must complete the below form.

**Note:**

- **When completing the below form(s), Tenderer's must take cognisance of the evaluation criteria.**
- **Bidders are must complete 1 form per project. Bidders must make additional copies of the form.**



Appendix E: Engineering Functionality Forms

Form1: Schedule of the Tenderer’s Recent Experience – Electrical Engineering Consultancy Services

Bidders to present **Electrical Engineering professional services work** experience on on successfully **completed** projects comprising of design, installation and commissioning of standby diesel generators with a minimum capacity of 100kVA.

Bidders are requested to submit a comprehensive portfolio of relevant projects successfully completed.  
Bidders should very briefly describe the experience in this regard and attach to the schedule below.

Refer to functionality evaluation criteria as described in Section 3.

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

Projects	Name of Client (For which a <b>same or similar</b> service was rendered)	Project Name and Scope of Works (Refer to functionality)	Value of Construction Contract Ex. VAT and/or Generator capacity	Performance Period (Date)		Reference (Client contact details)	Reference letter attached (yes or no)
				Construction Start Date	Construction End Date		
Project No. 1						Name: .....  Tel: .....  Email: .....	
Project No. 2						Name: .....  Tel: .....  Email: .....	



Projects	Name of Client (For which a <u>same or similar</u> service was rendered)	Project Name and Scope of Works (Refer to functionality)	Value of Construction Contract Ex. VAT and/or Generator capacity	Performance Period (Date)		Reference (Client contact details)	Reference letter attached (yes or no)
				Construction Start Date	Construction End Date		
Project No. 3						Name: .....  Tel: .....  Email: .....	
Project No. 4						Name: .....  Tel: .....  Email: .....	
Project No. 5						Name: .....  Tel: .....  Email: .....	

- The Tenderer must complete **Annexure E**. Failure to complete may result in disqualification.
  - Contactable references must be provided.
  - Projects listed must be completed projects. Ongoing/incomplete projects will not be evaluated.
- Note:** When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Clause C.3.3 Stage 3 Functionality



The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

## Appendix F: Key Personnel CV and Experience

### CV and Experience of Key Staff

<b>Position held:</b>		<input type="checkbox"/> Lead/Principal Electrical Engineer	
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as an Engineer			
Professional Body:			
Registration No.			
<b>Personal Project Experience:</b>			
Project 1	Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT) and/or generator capacity		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 2	Company/Employer		
	Position Held		
	Description of Project		

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	Client/end user (of Project)		
	Construction Value (excl. VAT) and/or generator capacity		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 3	Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT) and/or generator capacity		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 4	Construction Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT) and/or generator capacity		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	

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**AIRPORTS COMPANY**  
SOUTH AFRICA

		Contact Number	
--	--	----------------	--

<b>Position held:</b>		<input type="checkbox"/> Construction Health and Safety Agent	
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience			
Professional Body:			
Registration No.			
<b>Personal Project Experience:</b>			
Project 1	Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 2	Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT)		

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	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 3	Company/Employer		
	Position Held		
	Description of Project		
	Client/end user (of Project)		
	Construction Value (excl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data. Complete the above Template and attach **a detailed CV** indicating projects completed (year completed, start and end dates) as an Electrical Lead Engineer/ Engineering Technologist.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



### Appendix G: Proof of Professional Registration

Attach proof of professional registration.

<b><u>PROFESSIONAL REGISTRATION CERTIFICATES SUPPLIED</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
<b>Lead/Principal Electrical Engineer</b>		
<b>Civil/Structural Engineer</b>		
<b>Construction Health and Safety Agent</b>		
<b>Quantity Surveyor</b>		

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

## 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 \(sarsefiling.co.za\)](http://VendorExactSearch/1.0.4@sarsefiling.co.za)

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

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

1. Definitions

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

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

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

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- 1.3 **Partnership** - an arrangement between two or more persons based on an agreement. The parties to that arrangement should have the intention to be partners and the essential elements for a partnership being the partners' contributions, a profit objective and joint benefit for the partners must be evident from the agreement.

## 2. The Law

Section 51 of the VAT Act states that:

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

## 3. Application of the Law

When a body of persons forms a joint venture, partnership or consortium, such a body is treated as a separate legal person for VAT purposes and, 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 I: Proposed Subcontractor

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

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

**Attach the following:**

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

	<b>Name and address of proposed Sub-consultant</b>	<b>Nature and extent of work</b>	<b>Previous experience with Sub- consultant</b>

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

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

Tenderer .....

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

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



## **Appendix K: SARS Tax Pin Certificate**

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



## **Appendix L: Certificate of Incorporation**

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

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

**Certificate of Incorporation**



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

Attach here



**Appendix N: SBD 4 FORM****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

---

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

---

<sup>2</sup> 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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- 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.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

## Appendix O: SBD 6.1 FORM

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

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

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

#### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state.

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

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

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

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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:

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

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

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

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

<b>Specific Goals</b>	<b>Number of points (80/20 system)</b>	<b>Number of points (90/10 system)</b>
<b>B-BBEE Status Level 1</b>	<b>5</b>	<b>5</b>
<b>B-BBEE Status Level 2</b>	<b>4.5</b>	<b>4.5</b>
<b>B-BBEE Status Level 3</b>	<b>4</b>	<b>4</b>
<b>B-BBEE Status Level 4</b>	<b>3</b>	<b>3</b>
<b>B-BBEE Status Level 5</b>	<b>2</b>	<b>2</b>
<b>B-BBEE Status Level 6</b>	<b>0.5</b>	<b>0.5</b>
<b>B-BBEE Status Level 7</b>	<b>0.3</b>	<b>0.3</b>
<b>B-BBEE Status Level 8</b>	<b>0.1</b>	<b>0.1</b>

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<b>Black women majority-owned entities</b>	<b>5</b>	<b>5</b>
<b>Entity located in provincial/municipal/ district where services or assets are procured.</b>	<b>5</b>	<b>5</b>
<b>Sub-contracting of South African EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.</b>	<b>5</b>	<b>5</b>
<b>Non- compliant contributor</b>	<b>0</b>	<b>0</b>

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of

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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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



