



## **Request for Bids for the Provision of Water Monitoring for Period of 36 months 3 years for Airports Company South Africa (ACSA)**

**Bid Number:** : **29794** \_\_\_\_\_

**Issue Date** : **10<sup>th</sup> December 2025** \_\_\_\_\_

**Query Closing Date** : \_\_\_\_\_

**Briefing Session and Site** : **13th January 2026 @ 12:00pm via Teams** \_\_\_\_\_

**Site Inspection** : **N/A** \_\_\_\_\_

**Bid Closing Date and Time** : **19<sup>th</sup> January 2026 @ 12:00pm** \_\_\_\_\_

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA</b>					
BID NUMBER:	29794	CLOSING DATE:	19 <sup>th</sup> January 2026	CLOSING TIME:	12:00pm
DESCRIPTION	Request for Bids for the Provision of Water Monitoring for Airports Company South Africa (ACSA)				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Electronic: <a href="mailto:acsarfq@airports.co.za">acsarfq@airports.co.za</a>					
<b>(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Masana Sithole		CONTACT PERSON		
TELEPHONE NUMBER	011 729 7946		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Masana.sithole@airports.co.za		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					

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VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

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

Email invite

#### 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 **19<sup>th</sup> January 2026 @ 12:00pm** using the following method(s):

#### 1.1.1. Email submissions:

The bid documents must be sent to the following email address: [acsarfq@airports.co.za](mailto:acsarfq@airports.co.za)

Proposals must be in duplicate (an original printed copy and a printed copy of the original) together with an electronic copy of the bid documents using a compact disc or flash drive. The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence

#### 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. Alternative Bids

As a general rule ACSA only accepts bids which have been prepared in response to the bid invitation. The Accounting Officer reserves the right to request bid alternative where deemed necessary or appropriate. Guidance will provided when alternative bids are requested.

### 1.3. Late Bids

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

### 1.4. Clarification and Communication

Name: Masana Sithole

Designation: Buyer

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

Email: Masana.sithole@airports.co.za

\_\_\_\_\_

1.4.1. Request for clarity or information on the bid may only be requested until **\_\_20<sup>th</sup> August of 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.

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

### 1.5. Non-CompulsoryCompulsory Briefing

A non-compulsory/compulsory briefing/site inspection session will be held on \_\_\_\_13th\_\_\_\_of \_\_\_\_January\_\_\_\_2026\_\_\_\_ at \_10:30AM). The session will be held at the following location:

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

Meeting ID: 364 059 359 748 07

Passcode: 74tx2eb7

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Requirements for the site inspection will be provided as part of the specifications

## 1.6. Bid Responses

Bid responses must be strictly prepared and returned in accordance with this bid document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this bid document. Changes to the bidder's submission will NOT be allowed after the closing date of the bid. All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

## 1.7. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.7.1. Award the whole or a part of this bid;
- 1.7.2. Split the award of this bid;
- 1.7.3. Negotiate with all or some of the shortlisted bidders;
- 1.7.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.7.5. To reject the lowest acceptable bid received; and/or
- 1.7.6. Cancel this bid.
- 1.7.7. 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.

## 1.8. Validity Period

- 1.8.1. 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.

## 1.9. Confidentiality of Information

- 1.9.1. 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.

1.9.2. Furthermore,

1.9.2.1 ACSA will not disclose the names of bidders until the bid process has been finalised.

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

1.10. 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.

1.11.

1.12. **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: 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, objective criteria**. 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
Mandatory Requirements  Pricing Schedule	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference

#### 2.2.1. Stage 1: Mandatory Requirements

##### Pricing Schedule

#### 2.2.2 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.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold **of 75 points out 100** of 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.

## 1. Company experience (20 points)

Provide a minimum of three (3) to five (5) relevant reference letters of completed projects demonstrating experience in water monitoring (i.e. surface/ ground/ biomonitoring) by the bidder in the past eight (8) years with a minimum value of five hundred thousand rands per project.

Reference letters must:

- Be on previous clients' or employer's representative letterhead.
- Indicate the contract / works details (for example: scope, duration, value)
- Be signed or stamped.
- **Bidders should provide Reference letters with contactable references for the projects listed with a company letterhead.** References without contact details and contact person will not be considered. **ACSA reserves the right to verify all reference letters submitted. If a reference letter cannot be confirmed, point/s will be deducted from the bidder.**
- Three reference letters aligning to the criteria = 10 points
- Four reference letters aligning to the criteria = 15 points
- Five reference letters aligning to the criteria = 20 points

## 2. Key personnel qualification (25 points)

(Bidder must submit CV's and provide a proof of qualification and applicable registration for the proposed team)

### a) Project Manager:

- NQF level 8 and above in Natural/ Biological/ Environmental/ Ecological Science field + Professional Natural Scientist (Pri.Sci.Nat.) registration with SACSNASP – 10 points
- NQF level 7 in Natural/ Biological/ Environmental/ Ecological Science field+ Professional Natural Scientist (Pri.Sci.Nat.) registration with SACNASP – 8 points
- NQF level 6 in Natural/ Biological/ Environmental/ Ecological Science field + Professional Natural Scientist (Pri.Sci.Nat.) with SACNASP – 5 points
- No qualification, and registration– 0 points

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**b) Biomonitoring Specialist:**

- NQF level 8 and above in the Natural/ Biological/ Environmental/ Ecological Science field + South African Scoring System 5 (SASS5) certificate – 10 points
- NQF level 7 in Natural/ Biological/ Environmental/ Ecological Science field with SASS5 certificate– 8 points
- NQF level 6 in Natural/ Biological/ Environmental/ Ecological Science field with SASS5 certificate– 5 points

**c) No Qualification and no SASS5 – 0 points Field Sampler**

- NQF level 6 in the Natural/ Biological/ Environmental/ Ecological Science field – 5 points
- NQF level 5 in Natural/ Biological/ Environmental/ Ecological Science Field – 3 points
- No qualification OR Irrelevant qualification – 0 points

**3. Key personnel experience (25)**

(Bidder to provide comprehensive CV reflecting relevant experience history for the proposed team members, 0 points will be allocated if no cv is attached)

**a) Project Manager:** To have a relevant minimum experience of 5 years of managing water quality projects.

- Less than 5 years' experience= 0 points
- 5 to 7 years' experience = 5 points
- 8 years' experience and above= 10

**b) Biomonitoring Specialist:** To have a relevant field work minimum experience of 5 years, in biomonitoring.

- Less than 5 years' experience= 0 points
- 5 to 7 years' experience= 5 points
- 7 years' experience and above = 10 points

**c) Field Sampler:** To have relevant field work minimum of 2 years' experience in water sampling/ water quality monitoring.

- Less than 2 years' experience= 0 points
- Two years' experience= 3 points
- More than two years' experience = 5 points

#### **4. Methodology:(30)**

Propose a methodology that will suit this project, it must demonstrate the understanding of the scope of works and deliverables. The Project Plan should cover specific tasks, cost savings and planned execution timeframes of the project. This should include:

A. Timelines / Milestones for this project – 5 points

- Detailed all activities to be done (frequency, reports and understanding of the project with timelines – 5 points.
- Activities and timelines not detailed – 0 points.

B. Methods of monitoring - 10 points

- Description of all methods of monitoring (ground, surface and Biomonitoring) - 10 points.
- Less than three methods covered - 0 points.

C. Human Resource Plan - 10 points

- Provide resources with their roles and responsibilities (including an organogram) - 10 points.
- No human resource plan indicating resources with their roles and responsibilities and organogram - 0 points

D. Business Continuity / Contingency Plan: (5 points)

- Should cover equipment failure, industrial action/strikes, and weather delays, changes in project personnel, risk identification/mitigation for the projects, including catch up plan – 5 points



- No business continuity plan - 0 points

**Note: Bidders must score a minimum of 75 out of 100 points to be considered for further evaluation**

**SBD 3.3**  
**PRICING SCHEDULE**

The table below indicates the Pricing Schedule:

Note: contingency on the contract is only released upon engagement and approval of the contract manager and issue of market related quotation /cost from service provider.

Item	Description	Rate per single unit	Unit	Total for the duration of the contract (3 years) (rate x unit) = total
1.	Meetings (max of 4) per year	R	12	R
2.	Surface water sampling fee – field work (max of 12 samplings) per year	R	36	R
3.	Ground water sampling fee – field work (max of 4 samplings) per year	R	12	R
4.	Disposal of contaminated water (once off)	R	-	R
5.	Biomonitoring work – field work (max of 2 samplings) per year	R	6	R
6	Once-off full spectrum sampling (max 1) per year	R	3	R
7.	Additional / emergency sampling per site	N/A	N/A	N/A

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	• Ground	R	-	R
	• Surface	R	-	R
8.	Annual monitoring plan review and update	R	3	R
9.	Drilling of x6 Boreholes once off)	R	1	R
10.	Reconfiguration of (x6) - once off Standpipe borehole	R	1	R
10.	Reports			
	• Monthly – Stormwater (max of 12) per year	R	36	R
	• Annual Water Monitoring Report (max 1)	R	3	R
	• Quarterly – Groundwater (max 4 per year)	R	12	R
	• Biannual - Biomonitoring (max of 2 per year)	R	6	R
	• Annual Integrated report		3	
11.	IWWMP Update (as and when required)	R	3	R
12.	Annual water balance update	R	3	R
13.	Personnel	N/A		N/A
	• Project Manager – Quarterly fee	R		R

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	<ul style="list-style-type: none"> <li>Biomonitoring Specialist - biannually fee</li> </ul>	R		R
	<ul style="list-style-type: none"> <li>Field Sampler - Monthly fee</li> </ul>	R		R
14.	Disbursement	N/A		
	<ul style="list-style-type: none"> <li>Travel</li> </ul>	R		R
	<ul style="list-style-type: none"> <li>Permits (payable by ACSA upon proven cost)</li> </ul>	R40 000		
	<ul style="list-style-type: none"> <li>Laboratory fees</li> </ul>	R		R
15.	Safety file (Once-off)	R	-	R
16.	Contingency fee	10% of the total contract amount		
	Total costs excluding VAT	R		R
	VAT	R		R
	Total costs including VAT	R		R

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

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#### **2.2.4. Objective Criteria Evaluation**

In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the specific goals (Preference) justify the award to another bidder. Should there be no bidder the complies with the objective criteria, the highest point scorer shall be awarded the bid

## SECTION 3: SPECIFICATIONS / SCOPE OF WORKS / TERMS OF REFERENCES

### 1. Background of the Business Case

King Shaka International Airport (KSIA) was issued with a Record of Decision (RoD) (Reference No. 12/12/20/686) in 2008 by Department of Environmental Affairs. The amendment to the above-mentioned RoD was granted in 2020 as an Environmental Authorisation (EA) (Reference No. 12/12/20/686/AM2). The existing OEMP requires monitoring of stormwater/surface water, groundwater and biomonitoring programs to prevent and mitigate against any potential contamination that may be caused by the activities on site. Moreover, KSIA holds a Water Use License (WUL) (License Number: 11/U30B/AFGCI/10453) for water uses triggered in terms of Section 21 of the National Water Act (Act No. 36 of 1998) (NWA) in 2021 by the Department of Water and Sanitation (DWS). The license requires KSIA to conduct stormwater/surface water, groundwater as well as biomonitoring throughout the KSIA site.

Airports Company South Africa, therefore, aims to appoint a service provider to undertake integrated water monitoring (i.e stormwater/surface water; ground water quality as well as biomonitoring) at KSIA for a period of 36 months. Monitoring will be done as specified on the issued licence/permits requirements

### 2. Detailed specifications or scope of Works or Quantities

The following outlines the scope of work for the water monitoring program which includes:

- Monthly stormwater (surface water) quality monitoring
- Quarterly groundwater monitoring
- Biannual biomonitoring

#### Water Quality Monitoring Plan

KSIA has an existing water quality monitoring programme developed as a requirement of the issued EA (Reference No. 12/12/20/686/AM2) and WUL (License Number: 11/U30B/AFGCI/10453). This water monitoring plan is in place for surface water, groundwater and biomonitoring within and around KSIA. The service provider will be required to review and update the existing KSIA monitoring network to ensure it aligns with the requirements of the WUL on an annual basis, to ensure that operations are aligning to licence requirements

### Surface Water/Stormwater Monitoring

There is a total of seventeen routine (17) sampling sites along watercourses associated with KSIA. Samplings must be done from the natural watercourses, as well as at the storm water outflow. There are eight (8) reactive sites which aim at determining the nature and source of pollution identified during routine monitoring. These can be used for sampling during emergency situations such as spillages, incidents etc.

The site also has six (6) routine monitoring sites established for monitoring the water leaving the car rental depots. Moreover, KSIA operates a waste water treatment facility, where there is an existing discharge point where treated effluent is discharged into the environment. The seventeen routine (17) sampling sites need to be monitored monthly.

The table below shows the details of the routine sampling points.

Site ID	Description	Latitude (WGS84)	Longitude (WGS84)
<b>Natural Watercourse Monitoring Points</b>			
SW-A01	Northern Outfall in the Hlawe River sub catchment	-29.595300°	31.127300°
SW-A02	Hlawe River downstream of the trade zone confluence	-29.591960°	31.118100°
SW-A04	Hlawe River upstream of the trade zone confluence	-29.601940°	31.103938°
SW-A05	Downstream of chainage 1736	-29.605244°	31.105958°
SW-A06	Tributary of the Hlawe draining ACSA property and support zone	-29.606301°	31.100221°
SW-A07	Hlawe River downstream of the Fuel Storage Depot	-29.612569°	31.088066°
SW-A08	Tributary draining ACSA property and support zone	-29.628352°	31.087541°
SW-A09	Downstream of fuel pipeline, KSIA and support zone	-29.624110°	31.090323°
SW-A10	Downstream of fuel pipeline, KSIA and support zone	-29.622144°	31.095264°
SW-A11	Upstream of Lake Victoria wetland	-29.630193°	31.088557°
SW-A12	Watercourse draining KSIA, support zone and runway	-29.626253°	31.101726°
SW-A13	Upstream of Froggy Pond wetland	-29.633343°	31.094058°
SW-A14	Sub catchment draining to Froggy Pond wetland	-29.638789°	31.097509°

<b>Car Rental Depot Monitoring Points</b>			
SW- C01	Car Rental Depots- Europcar	-29.610492°	31.107760°
SW- C02	Car Rental Depot- First and Hertz	-29.611288°	31.108558°
SW- C03	Car Rental Depot- Bidvest	-29.614958°	31.105483°

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SW- C04/ C05/C06	Car Rental Depot- Avis - Budget	-29.614481°	31.104593°
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Additional surface water/stormwater sampling points:

One (1) - Northern Attenuation Pond

One (1) - Upstream of Southern Waste Water Treatment Works (SWWTW)

#### Sampling and field data collection

Surface water sampling is to be conducted on routine sites monthly. All field work conducted is based on the updated protocol, specifications and code of practice contained in the SABS International Organization for Standardization (ISO) 5667:1-15. These standards address all aspects of the programme design, sampling methods as well as sample preservation.

For quality purposes and as a minimum, sampling is undertaken in accordance with the following publications:

- ISO 5667–1: 2008 Part 1: Guidance on the design of sampling programs and sampling techniques;
- ISO 5667-3: 2012 Part 3: Guidance on preservation and handling of samples;
- ISO 5667-6: 2014 Part 6: Guidance on sampling of rivers and streams; and
- SABS ISO 5667: 2009 Part 11: Guidance on sampling of groundwater.
- DWAF Best Practice Guidelines Series G3: General Guidelines for Water Monitoring Systems.

Certain sampling procedures need to be followed to ensure that correct and representative samples are collected. Suitable vessels (glass, plastic and sterilised) as provided or acceptable by the laboratory prior to each sampling event must be used.

If water is present at the site, samples must be taken according to the following procedure as a minimum:

- The sample vessel is selected based on the determinant being tested and rinsed with water from the source.
- Surface water samples are collected from just below the surface, avoiding any surface scum and

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debris. When taking the sample directly into the sample vessel, the sampler must face upstream and collect the sample without disturbing the bottom sediments. When the sample point cannot be accessed, the sample can be taken using a bailer or a bucket attached to a long rope.

- In order to minimise the presence of air bubbles in the sample, excessive turbulence is avoided when filling the bottle. Stagnant water is avoided where possible. The cap is tightly closed to avoid leakage.
- In situ field measurements are taken for each sample using a multi-parameter probe. The pH, Electrical Conductivity (EC), Total Dissolved Solids (TDS) and temperature measurements are recorded at all sites whilst Dissolved Oxygen (DO) is measured at specified sites only.
- Samples are kept below 4°C in a dark container and submitted to a South African National Accreditation System (SANAS) accredited laboratory for analysis as soon as possible, preferably within 48 hours of sampling. Shorter holding times are required for microbiological analyses.

#### Water Quality Guidelines and Determinants

The water quality results for the natural watercourses should be compared to the relevant water standards including but not limited to DWAF 1998 Aquatic Ecosystem and Domestic Use Guidelines as well as the DWAF General Limit Values (GLVs) as set out in Section 39 of the National Water Act, 1998. GLVs provide a means for discussing potential wastewater runoff qualities. None of the receiving water resources are 'listed water resources' as defined by the Act and the discharge is not considered a 'Complex Industrial Wastewater', therefore the GLVs are considered applicable for the potential wastewater that may be produced by the site.

The car rental depots' water quality must be compared to the General Value Limits (GLVs) as well as the Special Limit Values (SLVs) as specified in the EA or as required by the latest applicable regulations. However, the SLVs are considered to be too stringent for car rental depots, as they should only apply for discharge into a 'Listed Water Resource'. The service provider will be required to formally motivate and request for the car rental depots water quality to be measured against GLVs only to the relevant department.

Sampling of the water quality determinants involves collecting a water sample for subsequent laboratory analysis. The sample sites need to be tested for the parameters as detailed in table below.

The WUL stipulates water monitoring parameters that must be assessed. The table below indicates the water quality parameters relevant for sampling

Variable
----------

Temperature (C)
pH
Electrical Conductivity
Suspended Solids (SS) mg/l
Dissolved Oxygen (DO) (mg/l)
Turbidity (NTU)
Ammonia (ug/l)

The service provider will be required to conduct an annual once-off full spectrum full analysis which should be analysed to ensure that historical parameters of concern are not in exceedance. The variables to be tested in the full chemistry suite analysis are indicated in the table below.

Variable	Unit
Turbidity	NTU
pH	
EC	
TDS (0.7µm) @ 105°C	mg/l
Dissolved Oxygen	%
Hexavalent Chromium	mg/l
Orthophosphate (Total Reactive Phosphorous or PO <sub>4</sub> )	mg/l
Orthophosphate as P	mg/l
Biochemical oxygen demand	mg/l as O <sub>2</sub>
Chemical oxygen demand	mg/l as O <sub>2</sub>
Oil and Grease	mg/l
Mercury	mg/l
Ammonia	mg/l
Ammonia as N	mg/l
Total Coliforms	CFU/100ml
E. Coli	CFU/100ml
Chloride	mg/l
Fluoride	mg/l
Nitrite	mg/l
Nitrate	mg/l
Sulphate	mg/l
Calcium	mg/l

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Iron	mg/l
Potassium	mg/l
Magnesium	mg/l
Sodium	mg/l
Aluminum	mg/l
Arsenic	mg/l
Boron	mg/l
Barium	mg/l
Cadmium	mg/l
Cobalt	mg/l
Chromium	mg/l
Copper	mg/l
Manganese	mg/l
Molybdenum	mg/l
Nickel	mg/l
Lead	mg/l
Selenium	mg/l
Zinc	mg/l

#### Biomonitoring

The appointed service provider will be required to conduct an aquatic assessment to determine the potential impacts on the receiving environments, i.e. Umdloti, Froggy Pond, and Tongaat/ Hlawe River.

The following must be done as a minimum:

- Conduct the environmental impact assessment when required, to determine the effect of environmental contamination.
- Conduct biannual biomonitoring of the river quality.
- Measure Benthic diatoms at the South Wastewater Treatment Works sampling point, and at the outflow of the Froggy Pond.
- Conduct river aquatic health measurement using the South African Scoring System Version 5 (SASS5 hereafter), based on invertebrate sampling.
- Biannual monitoring of all species dependent on the Froggy Pond
- Present the study to the relevant stakeholders as and when required.

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The scope of work and methodology should also focus on the below components:

- In situ water quality variables;
- Sediment analyses;
- Integrated Habitat Assessment System (IHAS), Index of Habitat Integrity (IHI) and visual assessment of impacts.
- Aquatic invertebrate assessment (South African Scoring System vers. 5 [SASS5] Protocol);
- Diatom analyses;
- Frog monitoring using a Song Meter;
- Fish Response Assessment Index (FRAI);
- Barn Swallows and
- Whole Effluent Toxicity (WET) testing.
- Chemical analyses.

The current monitoring network comprises 15 sample sites. The co-ordinates of these sites are provided in the table below:

Monitoring network for the biomonitoring programme:

Site ID	Description	Latitude (WGS84)	Longitude (WGS84)
SW-A01	Northern Outfall in the Hlawe River sub catchment	-29.595300°	31.127300°
SW-A02	Hlawe River downstream of the trade zone confluence	-29.591960°	31.118100°
SW-A04	Hlawe River upstream of the trade zone confluence	-29.601940°	31.103938°
SW-A05	Downstream of chainage 1736	-29.605244°	31.105958°
SW-A06	Tributary of the Hlawe draining ACSA property and support zone	-29.606301°	31.100221°
SW-A07	Hlawe River downstream of the Fuel Storage Depot	-29.612569°	31.088066°
SW-A08	Tributary draining ACSA property and support zone	-29.628352°	31.087541°
SW-A09	Downstream of fuel pipeline, KSIA and support zone	-29.624110°	31.090323°
SW-A10	Downstream of fuel pipeline, KSIA and support zone	-29.622144°	31.095264°

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SW-A11	Upstream of Lake Victoria wetland	-29.630193°	31.088557°
SW-A12	Watercourse draining KSIA, support zone and runway	-29.626253°	31.101726°
SW-A13	Upstream of Froggy Pond wetland	-29.633343°	31.094058°
SW-A14	Sub catchment draining to Froggy Pond wetland	-29.638789°	31.097509°
H1	Hlawe river, 200 m South of M43, North of KSIA. Ultimately discharge flows into the Tongati River upstream.	-29.584457°	31.12658°
H2	Right bank tributary of the Hlawe River north of KSIA. Upstream of point H1 and downstream of the Dube Agri Zone.	- 29.60257°	31.10264°

### Frequency

The biomonitoring programme for the site needs to comprise of biannual biomonitoring assessment and aquatic assessment.

Assessment type	Site	Monitoring procedure	
		Biannually	Biannually
Biomonitoring	SW-A01	-	Diatoms
	SW-A02	SASS5, IHAS, Chemical	WET Testing, Sediment
	SW-A04	-	Diatoms
	SW-A05	-	Diatoms
	SW-A06	-	Diatoms
	SW-A07	-	Diatoms
	SW-A08	-	Diatoms
	SW-A09	-	Diatoms
	SW-A10	-	Diatoms
	SW-A11	SASS5, IHAS	WET Testing
	SW-A12	-	Diatoms
	SW-A13	SASS5, IHAS, Frog	WET Testing
	SW-A14	-	Diatoms
Aquatic	SW-A02	-	Diatoms, IHI
	SW-A11	-	Diatoms, IHI
	SW-A13	-	Diatoms, IHI

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	H1	-	SASS5, Diatoms, FRAI, IHI, IHAS
	H2	-	SASS5, Diatoms, FRAI, IHI, IHAS

Additional biomonitoring sampling points:

The following sites are dry:

- SW-A01
- SW-A04
- SW-A05
- SW-A06
- SW-A08
- SW-A09

The service provider will be required to identify six (6) sampling points to replace the points.

#### Groundwater Monitoring

The purpose of groundwater monitoring is to provide KSIA with a mechanism to detect impacts in the groundwater relating directly to leaks and spillages from fuel storage and fuel handling facilities, as well as other sources of contamination. Noting the requirements of the issued WUL, KSIA therefore requires Six (6) additional sampling points to be part of the groundwater monitoring network around the fuel network as well as the planned water treatment package (refer to additional groundwater sampling points).

Boreholes along fuel areas must be sampled thrice in the period of 12 months (quarterly). Sampling is to be done in the following ACSA fuel and effluent sensitive areas:

- Jet A1 receiving fuel depot
- The underground fuel pipeline
- Forward fuel depot
- ACSA refuelling station
- Sasol garage
- Wastewater treatment works
- Car rental depots
- Underground generators (new points might need to be added)
- Potable water borehole at the Reservoir

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Some of the boreholes and soil vapour probes are already installed in the vicinity of the fuel storage and handling facilities, their co-ordinates and positions are as shown below.

Table below is a summary of Groundwater Monitoring Boreholes Installed around the Receiving Depot

Location	Borehole Number	Borehole Coordinates (WGS84)			Diameter of Piezometer (mm)	Piezometer Stick up above Ground Level (m)	Depth of Borehole (m)
		X	Y	Reference Elevation (mMSL1)			
Receiving Fuel Depot	D1	-8709	3277326	NS	90	-	27.00
	D2	Destroyed					41.75
	D3	-8848	3278145	NS	90	-	30.00
	S1	-8482	3277371	NS	90	-	7.73
	S2	-8844	3277074	NS	90	-	8.09
	S3	-8692	3277348	NS	90	-	7.66
	S4	-8667	3277379	NS	90	-	8.36
	S5	-8630	3277428	NS	90	-	7.94
	S6	-8816	3277559	NS	90	-	7.80
	FFM1	Not installed					
	FFM2	-8720.41	3277443.43	97.18	63	0.45	8.16
	FFM3	-8759.50	3277443.43	98.45	63	0.46	8.30

(1) - Reference Elevation – top of piezometer standpipe. NS – not surveyed

#### Fuel Pipeline

The portion of the fuel pipeline included in this sampling plan is a dual underground pipeline used to convey fuel from the Jet A1 fuel receiving depot to the forward fuel depot with the positions of the groundwater monitoring boreholes installed along this portion of the pipeline. The construction details of the boreholes are summarized in table below.

Summary of Groundwater Monitoring Boreholes Installed along the Fuel Pipeline

Location	Borehole Number	Borehole Coordinates (WGS84)			Piezometer Stick up above Ground Level (m)	Diameter of Piezometer (mm)	Depth of Borehole (m)
		X	Y	Reference Elevation (mMSL1)			
	D4	-9100	3278181	NS	-	90	31.61
	D5	-9327	3278714	NS	-	90	23.79
	D6	-9817	3276637	NS	-	90	12.95
	S7	-8846	3277668	NS	-	90	8.08

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Fuel Pipeline	S8	-8892	3278137	NS	-	90	6.08
	S9	-9264	3278186	NS	-	90	8.40
	FHL1	-8616.43	3277457.49	92.4	0.26	63	4.25
	FHL2	-8808.86	3277700.98	92.15	0.38	63	20.12
	FHL3	-8932.27	3277815.27	85.49	0.31	63	7.80
	FHL4	-9021.26	277971.65	73.28	0.20	63	6.16
	FHL5	-9042.67	3278017.95	70.78	0.43	63	8.04
	FHL6	-9184.86	3278017.95	70.26	0.30	63	8.58
	FHL7	-9258.17	3278187.91	64.27	0.34	63	4.50
	FHL8	-9298.86	3278080.91	70.22	0.28	63	19.50
	FHL9	-9465.27	3278118.16	81.17	0.26	63	17.00
	FHL10	-9600.00	3278184.05	81.09	0.16	63	24.25
	FHL11	-9700.34	3278267.89	80.75	0.27	63	18.14
	FHL12	-9800.57	3278387.84	79.72	0.31	63	10.01
	FHL13	-9925.52	3278374.64	80.24	0.28	63	12.20

(1) - Reference Elevation – top of piezometer standpipe. NS – not surveyed

#### Forward Fuel Depot (FFD) And Service Station

FFD facility includes an above ground fuel storage tank (AST), and an underground slop tank (UST). The service station facility also includes 2 underground storage tanks (UST's) for diesel and gasoline. The construction details of the boreholes are summarized in the table below.

#### Summary of Groundwater Monitoring Boreholes and Soil Vapor Probes (SVP's) Installed at Forward Fuel Depot and Service Station

Location	Installation Type	Ref. Number	Borehole Coordinates (WGS84)			Piezometer Stick up above Ground Level (m)	Diameter of Piezometer (mm)	Depth of Borehole (m)
			X	Y	Reference Elevation (mMSL1)			
	Standpipe	S11	-9906	3278481	NS	-	90	7.83
	Standpipe		-				63	
Down Gradient of Forward		FFD1	9954.57	3278464.10	70.88	0.29		13.20
	Standpipe	FFD2A	9941.44	3278497.70	66.52	0.32	63	8.04

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Fuel Depot								
	Standpipe		- 9940.24		66.90		63	
		FFD2B		3278496.52		0.39		3.50
	Standpipe		-	3278501.83			63	
		FFD3	9916.43		67.07	0.15		4.30
Forward	Standpipe	FS1	110mm dia. Standpipe Sealed					
Fuel Depot	Standpipe	FS2	NS	NS	NS	-	63	4.12
	Standpipe	FS3	NS	NS	NS	-	63	3.95
Slops	Standpipe	FS4	NS	NS	NS	-	63	3.76
Tank	Standpipe						32	
	and Soil Vapour Probe	FS5	NS	NS	NS	-	16	3.84
	Standpipe						32	
	and Soil Vapour Probe	FS6	NS	NS	NS	-	16	3.84
Forward Fuel Depot Service	Standpipe	FS7	110mm dia. Standpipe Sealed					
	Standpipe and Soil Vapour Probe	FS8	NS	NS	NS	-	32 16	4.03
Station Area	Standpipe	FS9	110mm dia. Standpipe Sealed					
	Standpipe						32	
	and Soil Vapour Probe	FS10	NS	NS	NS	-	16	3.89
	Standpipe						32	
	and Soil Vapour Probe	FS11	NS	NS	NS	-	16	3.69
	Standpipe	FS12	NS	NS	NS	-	32	3.62
	and Soil Vapour Probe						16	

(1) - Reference Elevation – top of piezometer standpipe. NS – not surveyed

The service provider will be required to reconstruct standpipes/boreholes that have collapsed.

Effluent Treatment Works

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Summary of Groundwater Monitoring Boreholes Installed around the Effluent Treatment works/ Waste disposal facilities

Location	Borehole Number	Borehole Coordinates (WGS84)			Piezometer Stick up above Ground Level (m)	Diameter of Standpipe (mm)	Depth of Borehole (m)
		X	Y	Reference Elevation (mMSL1)			
Effluent Treatment Works	WWTW1	- 9319.48	3278963.14	36.69	0.18	63	18.00

(1) - Reference Elevation – top of piezometer standpipe.

#### Car Rental Depot Boreholes

The car rental depots include underground storage tanks (UST's) for diesel and gasoline, as well as on-site service stations and associated underground pipework. Monitoring of the UST's for leaks is the responsibility of the car rental operators and is not included in the scope of this sampling plan. However, three boreholes, designated boreholes CDR1 to CDR3, have been installed in the car rental depots to monitor the general quality of the groundwater. The approximate locations of the boreholes are summarized in table below.

Summary of Groundwater Monitoring Boreholes Installed in the Car Rental Depot Area.

Location	Borehole Number	Borehole Coordinates (WGS84)			Piezometer Stick up above Ground Level (m)	Diameter of Standpipe (mm)	Depth of Borehole (m)
		X	Y	Reference Elevation (mMSL1)			
Car Rental Depots	CRD1	-9983.31	3277374.65	89.21	0.32	63	9.72
	CRD2	-10208.64	3277281.57	90.60	0.38	63	20.04
	CRD3	-10403.35	3276994.52	89.53	0.26	63	8.45
	Europ1	- 29.610503	31.106485				
	Europ2	- 29.609683	31.108115				
	Europ3	- 29.611861	31.106054				
	TOW4	- 29.610985	31.107268				

(1) - Reference Elevation – top of piezometer standpipe. Sampling Plan

Selected boreholes and soil vapour probes will be monitored at the specified frequency according to the following sampling plan.

#### Compounds of Potential Concern (COPC)

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All groundwater samples collected shall be submitted for the relevant suites of laboratory analyses, as summarised in Table below.

Summary of Compounds of Potential Concern (COPC) Selected for Monitoring

Sampling Location	COPC Selected for Monitoring		
	BTEXN1	Gasoline and Diesel Range Organics (GRO: DRO)	Effluent Suite2
Receiving Fuel Depot	√	√	
Fuel Pipeline	√	√	
Forward Fuel Depot (Slops Area)	√	√	
Sasol Filling Station	√	√	
Effluent Treatment Works			√
Car Rental Depots	√	√	

Note:

1. BTEXN – benzene, toluene, ethyl benzene, xylene and naphthalene
2. Effluent Suite - pH, EC ,Nitrate and Nitrite Total Phosphate As, Fe and Mn Sulphate - soluble Chloride Chemical Oxygen Demand (COD). E.coli and Total Coliforms

The scope of this sampling plan is restricted to the detection of fuel leaks from the above-mentioned fuel handling and storage infrastructure, as well as the detection of effluent leaks from the water treatment works. Should leaks ever be confirmed, then the list of COPC must be reviewed to include relevant fuel additives and associated COPC.

Groundwater levels shall be measured in all the boreholes prior to groundwater sampling using an electronic oil- water interface meter. The interface meter used shall be capable of measuring a minimum of 2mm of light non aqueous phase liquid (LNAPL) floating on the groundwater. The stickup of each borehole shall be measured every time it is sampled, and groundwater shall be recorded as a depth of the groundwater interface below the top of the piezometer (reference level). In addition, the depth of each borehole shall be measured during every sampling event. All groundwater levels and borehole depths shall be made to an accuracy of 1mm.

Sampling in accordance with US EPA Low Flow Sampling Procedure or modified US EPA Low Flow Sampling Procedure as given below:

- Prior to sampling, the LNAPL thickness and groundwater level is measured in each borehole using and electronic oil/water interface probe.
- If the selected pump requires the use of drop tubes, then such drop tubes shall comprise dedicated pipes installed in each monitoring well, consisting of an approved inert material. Whenever the water

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levels and construction of the boreholes permit it, then pumps shall be installed in the centre of the screened area of each well, and drop tubes shall be placed in the centre of the screened area or at least 0,50m from the bottom of the well.

- Purging shall be undertaken using a low flow pump setting at a constant rate of between 0,25 and 0,75 litres/min.
- Drawdown may not exceed 0,1m at any time. If the drawdown exceeds 0,25m, the sampling will be stopped, and new sampling will be started at a lower pumping rate.
- At least 3 borehole volumes must be purged.
- A flow through cell and calibrated multimeter shall be used for the sampling of all boreholes. Prior to sample collection, 3 consecutive measurements of the following parameters must be made with the multimeter ensure that the parameters are within the limits shown. This shall be done in the flow through cell, using a multimeter fitted with pH, EC, and Redox probes.
  - pH  $\pm 0.1$
  - Conductivity  $\pm 3\%$
  - Redox Potential  $\pm 10\text{mV}$
- The time between each measurement will equal the time to purge 1 borehole volume, or not less than 5 minutes.
- All measurements of the above-mentioned parameters including flow rate and the time intervals must be recorded on a site sampling sheet.
- Samples of adequate volume shall be taken from each borehole, directly into sample bottles supplied or specified by the laboratory.
- All samples must be labelled and temporarily stored in a portable refrigerator or cooler box with ice bricks, prior to being transferred to a refrigerator off-site.
- The condition of the borehole must be inspected including all visible olfactory signs of contamination. Groundwater levels shall be measured in all the boreholes prior to sampling using an appropriate dip meter or latest and similar equipment.
- The equipment to be used shall be capable of measuring a minimum of 2mm of light non aqueous phase liquid (LNAPL) floating on the groundwater.
- The groundwater monitoring shall be conducted according to recent approved plan by the Department of Water and Sanitation.
- The purging protocol (3 x times the volume of the saturated portion of the borehole column is removed from the borehole prior to monitoring) must be adhered to when sampling the boreholes. Measurements shall be recorded at depths of 0,1 and 0,5m in each borehole. All samples must be

collected in laboratory approved containers; labelled and stored in a required temperature prior to being transferred to the laboratory.

- All details of the in-situ measurements, including but not limited to the details of the sampler, date and time of sampling, weather conditions, groundwater levels, equipment used, and test results shall be recorded on formal field recording sheet and submitted with the report. Equipment used must be decontaminated and cleaned to prevent cross contamination where borehole contamination is suspected or evident. Contaminated groundwater purged from the boreholes shall be contained and be safely disposed at the appropriate dump site.

#### Soil Vapor Probes

- Probes are to be monitored using a MiniRae 2000 Photo Ionization detector (PID), or similar portable electronic device which offers either equal or better detection capabilities in terms of detection limits and the range of VOC's detected. The apparatus shall be calibrated prior to use, using 100ppm Isobutylene gas.
- Groundwater levels must be monitored in the adjacent 32mm diameter open standpipe piezometers prior to taking VOC measurements. Should water be detected in the standpipes, the water must be removed until there is less than 150mm of water in the standpipes.

The boreholes and SVP to be monitored and sampled are summarised in tables below. Note: AVGAS facility is not to be monitored.

#### Sample Plan for Soil Vapor Probes

Location	Standpipe and SVP Number	Quarterly Monitoring of Soil Vapor Probes using PID	Quarterly Monitoring of Groundwater Levels with Interface Meter
Forward Fuel Depot Service Station	FS5	√	√
	FS6	√	√
	FS8	√	√
	FS10	√	√
	FS11	√	√
	FS12	√	√

#### Waste Disposal Facilities

The WUL requires quarterly groundwater quality monitoring up gradient and down gradient of the waste disposal facilities located on site, as listed in the table below.

Waste Disposal Facilities Listed in WUL	Up Gradient Monitoring Borehole	Down Gradient Monitoring Borehole
Spray Pond	Error in the WUL, there is no spray pond on site.	
Northern Pollution Pond	There are currently no boreholes monitoring this waste facility.	
Southern Pollution Pond	FFD1	FFD2B
Northern WWTWs (Decommissioned)	The Northern WWTWs have been decommissioned, and the site was covered and leveled. The site/land does not belong to ACSA. No monitoring boreholes have been included in the network to monitor this site.	
Southern WWTWs	There is no up gradient borehole monitoring for the Southern WWTWs.	WWTW1
Southern Attenuation Dam	There are currently no boreholes monitoring this waste facility.	
Fuel Farm PCD	FFM3	S4

The waste disposal facilities sampling sites need to be tested for different suites of determinants as detailed in table below.

Water quality specification for the protection of groundwater in quaternary catchment U30B.

Parameter	Target water quality ranges
pH	5-6 and 9-9.5
Electrical Conductivity	70-150
Calcium as Ca	80-150
Magnesium as Mg	70-100
Sodium as Na	100-200
Chloride as Cl	100-200
Sulphate as SO <sub>4</sub>	200-400
Nitrate as Nox-N	6-10
Fluoride as F	0.7-1.0

Water quality specification for the protection of groundwater in quaternary catchment U30D.

Parameter	Target water quality ranges
pH	6-9
Electrical Conductivity	<70
Calcium as Ca	<80
Magnesium as Mg	<70
Sodium as Na	<100
Chloride as Cl	<100
Sulphate as SO <sub>4</sub>	<200
Nitrate as Nox-N	<6
Fluoride as F	<0.7

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Based on the above boreholes, the sampling plan for groundwater monitoring boreholes is indicated in the table below. The coordinates are subject to verification.

Site ID		Latitude (WGS84)	Longitude (WGS84)	Sampling Frequency
All Sites	Up- gradient Borehole	TBD		Quarterly
Northern Pollution Pond	Down- gradient Borehole	TBD		Quarterly
	Up- gradient Borehole	TBD		Quarterly
Southern Pollution Pond	FFD1	-29.62436	31.102753	Quarterly
	FFD2B	-29.6246	31.102619	Quarterly
Southern WWTWs	WWTW1	-29.6287	31.096156	Quarterly
	Up- gradient Borehole	TBD		Quarterly
Southern Attenuation Dam	Down- gradient Borehole	TBD		Quarterly
	Up- gradient Borehole	TBD		
Receiving Fuel Depot	D1	-8709	3277326	Quarterly
	D2	Destroyed		
	D3	-8848	3278145	For water extraction
	S1	-8482	3277371	Quarterly
	S2	-8844	3277074	Quarterly
	S3	-8692	3277348	Quarterly
	S4	-29.61455	31.089395	Quarterly
	S5	-8630	3277428	Quarterly
	S6	-8816	3277559	Quarterly
	FFM1	Not Installed		
	FFM2	-8720.41	3277443.43	Quarterly
	FFM3	-29.61534	31.090423	Quarterly
Fuel Pipeline	D4	-9100	3278181	Quarterly
	D5	-9327	3278714	Quarterly
	D6	-9817	3276637	Quarterly

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	S7	-8846	3277668	Quarterly
	S8	-8892	3278137	Quarterly
	S9	-9264	3278186	Quarterly
	FHL1	-29.61523	31.088907	Quarterly
	FHL2	-8808.86	3277700.98	Quarterly
	FHL3	-8932.27	3277815.27	Quarterly
	FHL4	-29.6198	31.09314	Quarterly
	FHL5	-9042.67	3278017.95	Quarterly
	FHL6	-9184.86	3278017.95	Quarterly
	FHL7	-9258.17	3278187.91	Quarterly
	FHL8	-9298.86	3278080.91	Quarterly
	FHL9	-29.62111	31.09773	Quarterly
	FHL10	-9600.00	3278184.05	Quarterly
	FHL11	-9700.34	3278267.89	Quarterly
	FHL12	-29.62367	31.101195	Quarterly
	FHL13	-9925.52	3278374.64	Quarterly
Forward Fuel Depot and Service Station Standpipes	S11	-9906	3278481	Quarterly
	FFD1	-9954.57	3278464.10	Quarterly
	FFD2A	-9941.44	3278497.70	Quarterly
	FFD2B	-9940.24	3278496.52	Quarterly
	FFD3	-9916.43	3278501.83	Quarterly
	FS1	Standpipe Sealed		
	FS2	NS	NS	Quarterly
	FS3	-29.62368	31.10238	Quarterly
	FS4	NS	NS	Quarterly
	FS5	-29.62417	31.10249	Quarterly
	FS6	-29.62416	31.10249	Quarterly
	FS7	Standpipe Sealed		
	FS8	-29.62419	31.10248	Quarterly
	FS9	Standpipe Sealed		
	FS10	-29.62417	31.10254	Quarterly
	FS11	-29.62421	31.10249	Quarterly
	FS12	-29.62415	31.10251	Quarterly
Car Rental Depots	CRD1	-29.61444	31.103174	Quarterly
	CRD2	-29.61365	31.105395	Quarterly
	CRD3	-29.61103	31.107424	Quarterly
	Europ 1	-29.6105	31.106485	Quarterly
	Europ 2	-29.60968	31.108115	Quarterly

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	Europ 3	-29.61186	31.106054	Quarterly
	TOW4	-29.61099	31.107268	Quarterly
Potable Water Borehole at the Reservoir	BH02	-29.617389	31.088202	Quarterly

NS – not surveyed

Additional groundwater sampling points:

- One (1) x borehole up-gradient of the entire site. All wells should be surveyed to assess groundwater flow directions.
- Two (2) x boreholes - One up-gradient and one borehole down-gradient of the Northern Pollution Pond.
- One (1) x borehole up-gradient of the Southern WWTW.
- One (1) x potable water borehole at the Reservoir.
- Six (6) of the standpipes at the Forward Fuel Depot Service Station require reconstruction.
- One (1) x borehole at car rental depot

In addition to the above, the service provider will also be required to conduct the following services:

1. Environmental Impact Assessment (Ad-hoc)

Upon notification by ACSA the service provider is to take emergency samples if emergency arises. In case of significant spillages, i.e. with impact on the natural environment, the Service Provider will be required to conduct an environmental impact assessment to determine the effect of the spill to the receiving environment.

The environmental impact assessment will include:

- Conduct soil sampling and vegetation assessment to determine the extent of contamination.
- Sample and analyse water quality in and around the area of spillage, i.e. using reactive sampling points.
- The service provider must provide qualified specialists to conduct impact assessment following an incident. An investigation report with the mitigation measures to minimize the negative environmental impact must be provided.

2. Integrated Waste and Water Management Plan (IWWMP) and Water balance update

- The service provider will be required to update the KSIA water balance annually.
- The service provider will be required to update the KSIA IWWMP as and when required.

3. Water Quality Monitoring Plan Review

The development of a monitoring program is a requirement of the EA and WUL. KSIA has a monitoring plan to monitor and assess water quality, identify potential pollutants and enable proactive measures to mitigate

adverse effects on ecosystems. This monitoring plan is in place for surface water, groundwater and biomonitoring within and around KSIA. The service provider will be required to:

- Review and update the existing KSIA monitoring network to ensure it aligns with the requirements of WUL annually.
- Identify sampling points upstream and downstream and drill boreholes required by the relevant licenses i.e WUL (once-off).
- Identify existing boreholes which have collapsed/blocked and redrill/reconfigure those boreholes.

#### Laboratory Accreditation and Quality Control

- i. Only a laboratory that is SANAS accredited shall be used for this project. A copy of accreditation to be attached.
- ii. The laboratory must be accredited for 60%, as a minimum, of the prescribed list of analysis required for this project. A letter of confirmation, in this regard, from the Lab must be included in the proposal.
- iii. Quality control must always be ensured during the collection, transport and laboratory analysis of chemical and biological water quality samples.
- iv. Personnel collecting samples (Technicians/Sampling Officers) must be fully trained in the correct procedures and techniques for water quality sample collection, handling and transportation.
- v. An appropriately accredited SASS5 Practitioner must undertake biological monitoring. Proof of accreditation to be included in this proposal.
- vi. The entire project must be conducted in line with the Department of Water and Sanitation South African Water Quality Guidelines (latest revision to be utilised).
- vii. Samples are to be submitted for analysis to an analytical laboratory with existing ISO/IEC17025 accreditation for all the specific organic analyses to be carried out.

#### Reporting

Data management and efficient reporting is important to ensure that the data is stored in a usable format, which can be analysed, and tracked when required.

The following reports are required for this project:

- Monthly, quarterly, biannual and annual reports (as per the monitoring programme) which include the results of sampling, site inspection, and recommendations based on the monitoring activities of all water quality conducted in that specific period.

- Annual integrated water monitoring report indicating the overall state of monitored sites including surface water, groundwater and biomonitoring.
- Separate memorandums for emergencies or separate sampling events including the analysis results, presented in a graphical and tabular format, and a detailed discussion of non-compliances.
- Update and submit to the relevant authorities an integrated water monitoring plan (i.e. surface, groundwater, and biomonitoring plan) as and when needed, e.g. submit an updated Water Quality Monitoring Programme and a motivation to the Department of Water and Sanitation for approval detailing the reasons for changes in the monitoring protocol.
- All supporting documentation and evidence collected, in terms of photographs etc., to be attached to the report.
- Final project report: Detailed report including the trends (presented in graphic and tabular format) incidents and emerging threats. This report will include the review of the monitoring protocol
- The report must list all the findings, recommendations as well as status of implementation of mitigation measures for minimizing pollution reaching the watercourses.
- It must contain the summary of all work done for the duration of the contract.
- The format of presenting the report must be agreed and compatible with ACSA KSIA systems such as Microsoft office, Oracle and GIS.
- Maps to be produced in GIS format.
- Shapefiles and .kmz files to be submitted with the annual update of the monitoring programme.
- The report must be clearly presented and include an Executive Summary.

**Note:**

- The service provider is responsible for representing ACSA to the authorities to discuss or submit relevant water issues, this must be done in consultation and agreements with ACSA.
- The service provider will be responsible for ensuring that reports are ready for submission to the relevant authorities as per the water use license requirements.
- The service provider will be responsible for updating and submitting the water management plan to the relevant authorities.
- The service provider will be responsible for reviewing and updating the monitoring plan annually.
- Reports must be submitted electronically on an agreed date, and allow for client review.
- Final report must be submitted in both electronic format) with the relevant files, including the raw data that were used for the analyses.

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- Reports must contain all information related to the monitoring or observation results as well as recommendations.
- Include all records of the sampling and original copies of the supporting documentation.
- All reports must be reviewed and signed off by the qualified Professional Natural Scientist (Pri.Sci.Nat.).
- The copy of the final report must be submitted to ACSA on completion of each sampling event and to relevant authorities as and when required.
- All original documents pertaining to the contract must be submitted at the end of the contract, electronically and on any other agreed method between ACSA and a with the successful bidder.
- Monitoring frequency is subject to change during the contract depending on the authorities or applicable requirements.

#### Equipment and Protective Clothing

- To Adhere to OHS Act.
- Employees need to be physically and medically fit while conducting work at KSIA site. An ACSA permit application process will need to be followed which includes security clearance verification.
- The team is required to provide themselves with appropriate protective clothing and equipment for the duration of the contract.
- The successful Service Provider must submit a Health and Safety File and a site risk assessment (including the airfield) to the Occupational Health and Safety department for approval prior to commencement of work (refer to SHE File Review Form for requirements).

#### Vehicle Requirements

- The bidder must have a vehicle suitable for off road terrain that is not more than 8 years. The vehicle will need to be branded and undergo the safety checks for airside monitoring.
- The bidder should provide documentation confirming the age of the equipment (e.g logbook) and a copy of Company liability insurance inclusive of aviation liability.
- A medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated /part of the vehicle or item of equipment. - The amber strobe light shall be visible from all angles.
- The following appropriate signage is required on the vehicle:
  - The vehicle/equipment shall display signage which includes both prefix and a company logo
  - The registration number of the vehicle/equipment shall not be used as a prefix

- The prefix shall be displayed in arial bold font, black or dark blue in colour and 200 mm in height the prefix shall be displayed in white
- The company logo need not conform to the above standard, as each company has their specific logo
- The company's prefix shall be clearly visible and have a minimum of two (2) alphanumerical and two (2) numerical characteristics e.g. SP 01, BD 02 etc.;
- The prefix shall be displayed visibly on the front two (2) doors and the roof of the vehicle.
- It is recommended that the prefix and logo be situated next to one another on the doors, but this shall be separated
- Signage shall be affixed permanently on all vehicle whether used permanently or as a contracting vehicle/ and where the vehicle is being escorted.
- A continuous yellow colour reflective strip shall be required to identify at least 80% of the length and width of the vehicle.

#### Personnel

The team must be responsible for the following:

- To make use of the recent regulated technology/equipment as required for laboratories to collect samples.
- To monitor vegetation status and provide photographic evidence must be taken at the same point (fixed point photographs) for each sampling point on each sampling occasion.
- To dispose suspected contaminated water in an environmentally friendly manner.
- To report on the biophysical properties of the site and observable water quality and flow properties.
- To ensure the analysis of samples are done by SANAS-accredited laboratory within the applicable legislated time frames.
- To record all samplings, accordingly, submit to laboratory, as well as to manage the whole process of sample transmission.
- Compare the water quality results for the natural watercourses to relevant standards.
- Update KSIA water quality database quarterly.
- Conduct a detailed investigation/root-cause analysis to determine the causes of pollution.
- Identify and engage with the parties contributing to the causes of pollution and facilitate the implementation of the mitigation measures.
- The Service Provider must respond within 24 hours to conduct emergency sampling when required.

### 3. Service Levels and Deliverables

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SCM to advise.

Indicate which procurement mechanism will be used and why.

#### 4. Key Contractual Concerns

##### 5. Company experience (20 points)

Provide a minimum of three (3) to five (5) relevant reference letters of completed projects demonstrating experience in water monitoring (i.e. surface/ ground/ biomonitoring) by the bidder in the past eight (8) years with a minimum value of five hundred thousand rands per project.

Reference letters must:

- Be on previous clients' or employer's representative letterhead.
- Indicate the contract / works details (for example: scope, duration, value).
- Be signed or stamped.
- Bidders should provide Reference letters with contactable references for the projects listed with a company letterhead. References without contact details and contact person will not be considered. ACSA reserves the right to verify all reference letters submitted. If a reference letter cannot be confirmed, point/s will be deducted from the bidder.
- Three reference letters with positive rating = 10 points
- Four reference letters with positive rating = 15 points
- Five reference letters with positive rating = 20 points

##### 6. Key personnel qualification (20 points)

(Bidder must submit CV's and provide a proof of qualification and applicable registration for the proposed team)

##### d) Project Manager:

- NQF level 8 and above in Natural/ Biological/ Environmental/ Ecological Science field + Professional Natural Scientist (Pri.Sci.Nat.) registration with SACNASP – 10 points
- NQF level 7 in Natural/ Biological/ Environmental/ Ecological Science field+ Professional Natural Scientist (Pri.Sci.Nat.) registration with SACNASP – 8 points
- NQF level 6 in Natural/ Biological/ Environmental/ Ecological Science field + Professional Natural Scientist (Pri.Sci.Nat.) registration with SACNASP – 5 points

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- No qualification, and registration– 0 points

e) Biomonitoring Specialist:

- NQF level 8 and above in the Natural/ Biological/ Environmental/ Ecological Science field + South African Scoring System 5 (SASS5) certificate – 10 points
- NQF level 7 in Natural/ Biological/ Environmental/ Ecological Science field with SASS5 certificate– 8 points
- NQF level 6 in Natural/ Biological/ Environmental/ Ecological Science field with SASS5 certificate – 5 points
- No Qualification and no SASS5 certificate– 0 points

f) Field Sampler

- NQF level 6 in the Natural/ Biological/ Environmental/ Ecological Science field – 5 points
- NQF level 5 in Natural/ Biological/ Environmental/ Ecological Science Field – 3 points
- No qualification OR Irrelevant qualification – 0 points

7. Key personnel experience (25)

(Bidder to provide comprehensive CV reflecting relevant experience history for the proposed team members, 0 points will be allocated if no cv is attached)

**d) Project Manager:** To have a relevant minimum experience of 5 years of managing water quality projects.

- Less than 5 years' experience= 0 points
- 5 to 7 years' experience = 5 points
- 8 years; experience and above= 10

**e) Biomonitoring Specialist:** To have a relevant field work minimum experience of 5 years, in biomonitoring.

- Less than 5 years' experience= 0 points
- 5 to 7 years= 5 points
- 7 years' experience and greater = 10 points

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f) Field Sampler: To have relevant field work minimum of 2 years' experience in water sampling/ water quality monitoring.

- Less than 2 years' experience= 0 points
- Two years' experience= 3 points
- More than two years' experience = 5 points

8. Methodology:(35)

Propose a methodology that will suit this project, it must demonstrate the understanding of the scope of works and deliverables. The Project Plan should cover specific tasks, cost savings and planned execution timeframes of the project. This should include:

E. Timelines / Milestones for this project – 5 points

- Detailed all activities to be done (frequency, reports and understanding of the project with timelines – 5 points.
- Activities and timelines not detailed – 0 points.

F. Methods of monitoring 10 points

- Description of all methods of monitoring (ground, surface and Biomonitoring) - 10 points.
- Less than three methods covered - 0 points.

G. Human Resource Plan 10 points

- Provide resources with their roles and responsibilities (including an organogram) - 10 points.
- No human resource plan indicating resources with their roles and responsibilities and organogram - 0 points

H. Business Continuity / Contingency Plan: (10 points)

- Should cover equipment failure, industrial action/strikes, and weather delays, changes in project personnel, risk identification/mitigation for the projects, including catch up plan – 10 points
- No business continuity plan - 0 points

Note: Bidders must score a minimum of 75 out of 100 points to be considered for further evaluation

<b>Identified Risks</b>		
Potential Risk	Mitigation strategy	Responsibility
Additional work request to service provider subsequent external requirements from environmental authorities comply and report on.	Include the contingency on contract or apply for contract variation for additional funding.	ACSA
Reduction of scope	Contract amendment	ACSA/Contractor
Personnel/staff changes	Appoint equally qualified replacement	Contractor
Timelines not met due to unforeseen circumstances	Engage all relevant parties and get agreements reached for contract breach	Contractor

## SECTION 4: MANDATORY AND ADMINISTRATION DOCUMENTS

### 4.1 Mandatory Returnable documents

#### Pricing Schedule

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]
<i>SBD 3.3: Priced offer</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 BBEE 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	
<b>OEM or distributor as proof of support and ability to supply Televes parts.</b>	<b>x</b>		

#### 4.3 Validity of submitted information

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

## SECTION 5: RETURNABLE DOCUMENTS

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

#### Making a Declaration

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

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

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

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

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

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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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:

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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

## 5. 2 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

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS / PREFERENCE	20*
<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 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

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

#### 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 points is allocated for price on the following basis:

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

<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 youth majority-owned entities</i></b>	<b><i>5</i></b>
<b><i>Black women majority-owned entities</i></b>	<b><i>5</i></b>
<b><i>Company majority owned by people with disabilities</i></b>	<b><i>5</i></b>
<b><i>Non- compliant contributor</i></b>	<b><i>0</i></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 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

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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>	.....
	.....
	.....
	.....

**Form 5.5: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**(“Airports Company”)**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

**[NAME OF SERVICE PROVIDER]**

(Registration No: \_\_\_\_\_)

(“\_\_\_\_\_”)

of

[Service Providers Address]

**1. INTERPRETATION**

In this agreement -

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

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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 \_\_\_\_\_.

## 2. **INTRODUCTION**

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

## 3 **USE OF CONFIDENTIAL INFORMATION**

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

## 4 **NON-DISCLOSURE**

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

against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

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

## 5. **COPIES**

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

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

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

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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.

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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. \_\_\_\_\_

## FORM 5.6: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

When responding to this bidder, the bidder is assumed to have accepted the terms and conditions listed below:

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

Proposal No: \_\_\_\_\_

### 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 [*INSERT PROPOSAL DETAIL*] 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.

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- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting by Airport Company South Africa or its agent.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Proposal submission.
- 

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

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	

**FORM 5.7: VAT QUESTIONNAIRE**

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

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

<b>Yes</b>	<b>No</b>
------------	-----------

2. If you have answered yes to the above question, please provide the following:  
 2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

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

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

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

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

1. Definitions

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

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

## 2. The Law

Section 51 of the VAT Act states that:

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

## 3. Application of the Law

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

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