



Request for Quotation Provision Website revamp of at Airports Company South Africa for Corporate Airport

RFQ Number: : **53157**

Issue Date : **04th September 2025**

Closing Date : **26th September 2025 @ 12:00 PM**

**Compulsory Briefing
Session Date and Time** : **N/A**

Site Inspection : **N/A**

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA				
BID NUMBER:	53157	CLOSING DATE:	25th September 2025	CLOSING TIME: 12:00 PM
DESCRIPTION	Provision of a Website revamp			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
Email submission to: masana.sithole@airports.co.za				
(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Masana Sithole		CONTACT PERSON	
TELEPHONE NUMBER	011 729 7943		TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	
E-MAIL ADDRESS	masana.sithole@airports.co.za		E-MAIL ADDRESS	
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

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Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

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

www.airports.co.za



AIRPORTS COMPANY
SOUTH AFRICA

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p> <p><input type="checkbox"/> NO</p>	<p><input type="checkbox"/> YES</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p> <p>NO</p>	<p><input type="checkbox"/> YES <input type="checkbox"/></p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p> <p><input type="checkbox"/> NO</p>	<p><input type="checkbox"/> YES</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p> <p>YES <input type="checkbox"/> NO</p>	<p><input type="checkbox"/></p>
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p> <p>YES <input type="checkbox"/> NO</p>	<p><input type="checkbox"/></p>
<p>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.</p>	

PART B**TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Submission of RFQ documents

The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted on or before **12:00 PM on 25th of September 2025** by means of email submission to the following address:

Email address: masana.sithole@airports.co.za

- Bidders must not email their submission as one big attachment. Kindly break your submission in at least (04) four or more attachments of 4mb each. Kindly ensure to submit all attachments before closing time and date.
- Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.
- Kindly reference the RFQ Reference Number in the subject of your email.

1.2. Late Bids

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

1.3. Clarification and Communication

Name:	<u>Masana Sithole</u>
Designation:	<u>Buyer</u>
Tel:	<u>011 729 7946</u>
Email:	<u>masana.sithole@airports.co.za</u>

1.3.1. Request for clarity or information on the bid may only be requested untilpm. Any responses to queries or for clarity sought by a bidder will also be sent to all the invited bidders.

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

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1.4. **Compulsory Briefing/Site Inspection Session**

N/A

A compulsory briefing session will be held on N/A. The session will be held at the following location: **N/A**

1.5. **Bid Responses**

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

1.6. **Disclaimers**

It must be noted that ACSA reserves its right to:

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

1.7. **Validity Period**

- 1.7.1. ACSA requires a validity period of hundred and twenty (120) business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.



1.8. Confidentiality of Information

1.8.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought.

1.8.2. Furthermore,

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

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

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

Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: **office@thehotline.co.za**

SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

2.1 Background and/or Purpose of this Bid

2.2 Scope of Work

1. Introduction

1.1. Purpose

The purpose of this document is to outline the scope of work for Airports Company South Africa (ACSA) Website Revamp Project. The project aims to enhance functionality, modernise the design, improve user experience, and ensure search engine optimisation (SEO). The upgraded website must increase security by securing communication between the website and server using the Transport Layer Security (TLS) standard. Additionally, the website must comply with relevant cybersecurity industry best practices, including the Protection of Personal Information Act (POPIA) and the Payment Card Industry Data Security Standard (PCI DSS).

1.2. Background

ACSA operates three major international and six local airports within South Africa, facilitating both domestic and international air travel. The existing ACSA website serves as a primary digital interface for passengers, airlines, partners, and stakeholders. Recent feedback in the form of user engagement suggests an opportunity to improve the functionality, design, security and user experience to enhance overall engagement and user satisfaction.

2. Project Objectives

To support ACSA's goal of delivering a modern, user-friendly digital experience, the website revamp will be guided by clear SMART objectives. These objectives ensure the project is focused, measurable, and aligned with user needs and business priorities.

2.1. Improve User Experience: Redesign the website's navigation structure to reduce the average user journey time to key services (e.g., flight info, parking, contact) by 30% within 3 months of launch.

2.2. Enhance Mobile Responsiveness: Achieve a mobile usability score of 95% or higher on Google Lighthouse for all major pages within one month of go live.

2.3. Increase Website Traffic: Increase organic traffic to the ACSA website by 20% within 6 months post-launch through improved SEO and content strategy.

2.4. Improve Accessibility: Ensure the revamped website meets WCAG 2.1 AA compliance standards by the official launch date.

2.5. Boost Online Service Usage: Increase the use of online parking reservations and lounge bookings

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by 25% within 4 months of the new site going live.

2.6. **Reduce Bounce Rate:** Reduce the homepage bounce rate by 15% within 3 months of the website revamp through improved content layout and faster load times.

ACSA Website Revamp Scope of Work

- 3.1. **Discovery and Analysis:** Assess the current website, identify strengths, weaknesses, opportunities, and threats. Understand and document user needs, business goals, and technical requirements. Conduct a comparative analysis across global leading airports to observe design trends and functionalities, in order to benchmark the ACSA website revamp. The final design will be presented for sign-off by all relevant stakeholders, including branding and communication, parking, digital infrastructure and others.
- 3.2. **User Experience (UX) Design:** Design the user interface (UI) to improve navigation, layout, and accessibility. Create wireframes, prototypes and three different mockup designs to visualise the new design.
- 3.3. **Visual Design:** Update the visual elements of the website, including color schemes, typography, imagery, and branding elements, to ensure a modern and cohesive look.
- 3.4. **Content Strategy:** Review existing content, create a content inventory, and develop a strategy for organising, updating, and creating new content to align with user needs and business objectives. Include amenities, services, and upcoming events to engage customers to enhance the overall experience.
- 3.5. **Development:** Implement the new design and functionality using appropriate technologies and coding standards. This may involve front-end and back-end development. The development should be able to cater for later phase requirements without major re-coding (such as provisioning for eCommerce).
- 3.6. **Search Engine Optimisation:** Incorporate search engine optimisation (SEO) best practices to improve visibility and ranking on search engine results pages (SERPs). This must include keyword research, metadata optimisation, URL structure optimisation, and mobile optimisation.
- 3.7. **Testing and Quality Assurance:** Conduct thorough testing to ensure the website functions correctly across all different type of devices. Testing should cover functionality, usability, performance, and security.
- 3.8. **Deployment:** Deploy the revamped website to a staging environment for final testing and validation before launching to the live environment. This may involve migrating content, setting up redirects, and configuring server settings.
- 3.9. **Training and Documentation:** Provide training for internal technical support team, content editors, administrators, and other stakeholders on how to use the revamped website effectively. Document **processes, procedures, and guidelines for ongoing maintenance and updates.**
- 3.10. **Post-launch Support:** Provide go-live support to address any issues, implement feedback, and make continuous improvements based on user feedback and analytics.

- 4.1. Changing the overall Brand strategy of ACSA's visual identity.
- 4.2. Development of new backend systems not directly related to the website.
- 4.3. Physical infrastructure changes.

5. Business Requirements

BR#	Requirement Description	Complied?	
		YES	NO
5.1	Landing Page:		
5.1.1	The landing page should show the Corporate, Aviation Academy, Indaba International Conference Center (IICC), Passengers tabs, Live Flight Info, Airport Tariffs, Book & Calculate Parking, Social Media feeds (such as Twitter/X), Supply Chain Management Tab and News.		
5.1.1.1	Corporate:		
5.1.1.1.1	The Corporate Tab will be broken down according to the following list of tabs; Our Airports, Company Profile, Business Development (Commercial), Security, Investor Relations, Supply Chain Management, Careers, Statistics and Tariffs. All the content under these tabs on the current website remains unchanged and must be available on the revamped website otherwise it will be communicated to the service provider.		
5.1.1.2	Aviation Academy:		
5.1.1.2.1	Develop a subsite for ACSA Aviation Academy using the same programming languages used to revamp the ACSA Website.		
5.1.1.2.2	The Service Provider should ensure that the Aviation Academy subsite is developed to seamlessly flow into the revamped ACSA Website.		
5.1.1.2.3	Display all upcoming courses at the Aviation Academy for users to browse.		
5.1.1.2.4	Display all available courses along with their start and end dates.		
5.1.1.2.5	Enable users to explore various courses offered by the Aviation Academy, request additional information, and book their desired courses.		
5.1.1.2.6	Integrate the booking system with the payment gateway to facilitate seamless online payments for Aviation course bookings.		



5.1.1.3	Indaba International Conference Centre (IICC):		
5.1.1.3.1	The Service Provider should develop a subsite for the ACSA International Indaba Conference Center (IICC), incorporating all the conference center booking functionalities.		
5.1.1.3.2	Develop Content and Pages in reference to 6.4.3: <ul style="list-style-type: none"> ○ Landing Page: Eye-catching banner, mission statement, upcoming events. ○ About IICC: History, purpose, and role within ACSA. ○ Venue Overview: Interactive floor plans, 360° virtual tours, capacity charts. ○ Event Calendar: Dynamic calendar with filtering for event types, dates. ○ Booking & Enquiries: Online form for venue hire or event hosting enquiries. ○ Media Hub: Image gallery, videos, press releases. ○ News & Updates: Content Management System-driven blog for thought leadership, updates. 		
5.1.1.3.3	User experience: <ul style="list-style-type: none"> ○ Intuitive navigation for diverse user groups (passengers, partners, investors). ○ Fully responsive design (mobile-first, tablet, desktop). ○ Fast load times with optimised media (compressed images, lazy loading). ○ Clear user journeys for delegates, organisers, and media. 		
5.1.1.3.4	Develop a comprehensive booking system to manage and schedule all services offered by the conference center.		
5.1.1.3.5	Integrate the booking system with the payment gateway to facilitate seamless online payments for conference bookings.		
5.1.1.4	Passenger Tab:		
5.1.1.4.1	The Passengers tab will have information on <ul style="list-style-type: none"> ○ Planning your trip ○ Information you need to know to take a flight 		



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	<ul style="list-style-type: none"> Way finding at the airport Where to rest – hotel and lounges How to book parking Transport options Platinum/VIP services Security and Traveler information. 		
5.1.1.5	Live Flight info:		
5.1.1.5.1	Develop functionality to display flight info through an API integration.		
5.1.1.6	Airport Tariff:		
5.1.1.6.1	Display tariffs content in a writeup page.		
5.1.1.7	Book and Calculate Parking:		
5.1.1.7.1	Display the existing “Booking and Calculate Parking” tab to enable users to access the Parking Management Application Programming Interface (API).		
5.1.1.8	Social Media feeds (such as Twitter/X)		
5.1.1.8.1	Develop a functionality to display X feeds		
5.1.1.9	Supply Chain Management		
5.1.1.9.1	Display content related to Supply Chain Management inclusive of tender bulletin, policies etc.		
5.1.1.10	News		
5.1.1.10.1	Display the latest news on the footer of the landing page.		
5.2	Airport Guides:		
5.2.1	Develop functionality to provide comprehensive guides for each airport, including virtual tours, terminal maps, amenities, and services offered at each airport.		
5.2.1.1	Virtual tours: Utilise services such as Matterport, Google Street View API, or custom 360° camera footage etc. Embed content using WebGL or iframe-based viewers to display 360° panoramic images or videos for each airport's key areas such terminals, check-in counters, security checkpoints etc.		
5.2.1.2	Terminal Maps: Display interactive, zoomable maps with clickable zones and show gates, security, and clear maps around the terminals in each airport.		



5.2.1.3	Amenities: Display visual cards for restaurants, shops, and lounges with icons and ratings for each airport.		
5.2.1.4	Services Offered: Display all essential services such as lost and found, medical, currency exchange, prayer rooms for each airport.		
5.3	Contact Forms:		
5.3.1	Implement contact forms for queries, feedback, and support requests, and integrate them into the query management system via an API.		
5.3.2	On the contact form, users can either provide their reference number or their personal details and email address to receive feedback.		
5.4	Multimedia Integration:		
5.4.1	The site should support the integration of images, videos, tickers, uploading of multimedia and interactive content.		
5.5	Accessibility Features:		
5.5.1	Ensure website accessibility for users with disabilities, complying with Web Content Accessibility Guidelines (WCAG).		
5.6	Extranet User Registration and Login:		
5.6.1	Develop an extranet site and link it to the main website, allowing ACSA stakeholders accounts registration and obtain approval to log in and access content tailored for the extranet.		
5.6.2	Implement user authentication mechanisms during the account registration process to ensure secure identity verification using authentication methods such as Azure AD B2C, Azure AD B2B etc.		
5.7	VIP Features:		
5.7.1	Highlight VIP services such as fast-track security, private lounges, showcase exclusivity, comfort, and time-saving benefits tailored for high-profile travelers.		
5.7.2	Expose the VIP services booking link API on the website, allowing users to make bookings and reservations.		
5.8	Promotions and Special Offers:		
5.8.1	Highlight special promotions, packages, and discounts for VIP services to encourage engagement. These should be included in the interactive features of all the different airports' sites in section 6.4 of this document.		
5.9	Accessibility and Customer Service Support:		
5.9.1	Ensure that information about VIP services and amenities is easily accessible and supported by comprehensive FAQs, customer support channels, and responsive assistance for inquiries or assistance. The FAQs should be aligned to each tab		



	on the website.	AIRPORTS COMPANY SOUTH AFRICA	
5.10	Feedback and Reviews:		
5.10.1	Provide opportunities for customers to leave feedback and reviews about their experiences with services, fostering transparency and trust. The website should integrate customer feedback into the query management system/ CRM tool.		
5.10.2	Offer multiple channels for customer support, including live chat, email, and telephone assistance, enhanced by AI/ML technologies for intelligent routing, automated responses, and predictive support insights.		
5.10.3	Implement a feedback mechanism to gather user suggestions, complaints, and compliments.		
5.10.4	Feedback should be categorised (e.g., Security, Cleanliness, Customer Service, Parking, Retail, Wi-Fi, Signage).		
5.11	Hotel Offerings:		
5.11.1	Provide a comprehensive list of hotels located within or near each airport, categorised by proximity. Include website links to the listed hotels.		
5.12	Airport Transportation:		
5.12.1	Specify transportation options between the airport and the accommodations, including shuttle services, public transportation, or taxi/ride-sharing services.		
5.13	Nearby Attractions:		
5.13.1	Highlight nearby attractions or points of interest for travelers who may have extra time to explore the area during their stay.		
5.14	Clear Menu Structure:		
5.14.1	Simplify the navigation menu by organising it logically and ensuring that categories and subcategories are clearly labelled.		
5.15	Consistent Navigation:		
5.15.1	Keep the navigation menu consistent across all pages of the website to avoid confusion and make it easy for users to find their way around.		
5.16	Breadcrumb Navigation:		
5.16.1	Breadcrumbs should display users' current location within the website's hierarchy, making it easy to navigate back to previous pages.		
5.17	Search Functionality:		
5.17.1	Implement a search bar that allows users to quickly find specific content or products.		
5.18	Visual Cues:		



5.18.1	Use visual cues such as hover effects or animations to highlight interactive elements and guide users through the navigation process.		
5.18.2	The website is to be dynamic and engaging, it must incorporate interactive elements, multimedia content and regular updated features to create immersive user experiences.		
5.18.3	There should not be any flat static pages.		
5.19	Analytics Monitoring:		
5.19.1	Use website analytics to track user behavior and navigation patterns, allowing users to identify areas for improvement and optimise the navigation accordingly.		
5.20	Cross platform Capabilities:		
5.20.1	The users should be able to access the website on all browsers such as Chrome, Firefox, Safari, Edge, Opera, Safari, Google Chrome and Firefox.		
5.21	Backup and Disaster Recovery:		
5.21.1	Develop a comprehensive disaster recovery plan outlining procedures for restoring services and recovering data in case of emergencies.		
5.21.2	Align to ACSA standard uptime requirements.		

6. Technical Design Requirements:

TDR#	Technical Design Requirements	Complied	
		Yes	No
6.1	Design/ Development:		
6.1.1	Utilise the latest web standards and a comprehensive UI kit to redesign the website graphics for ACSA.		
6.1.2.	Define Sitemap and Site Structure		
6.2	Responsive Design:		
6.2.1	Ensure the design is fully responsive, catering to both mobile and desktop views across all platforms.		
6.2.2	Ensure that the navigation is optimised for mobile devices, such as using a hamburger menu or collapsible navigation menu, to accommodate smaller screens.		
6.3	Landing Page Layout Templates:		
6.3.1	Develop four distinct landing page layout templates:		



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	<ul style="list-style-type: none"> • Main Landing Template: Includes 10+ different page layouts. • Extranet Template: Includes 5+ different page layouts. 		
6.4.	Subsites:		
6.4.1	Airports subsites for all 9 airports with the following <ul style="list-style-type: none"> • Main Landing Templates: Includes 5+ different page layouts. 		
6.4.2	ACSA Aviation Academy with the following <ul style="list-style-type: none"> • Main Landing Templates: Includes 5+ different page layouts. 		
6.4.3	ACSA International Indaba Conference Centre with the following <ul style="list-style-type: none"> • Main Landing Templates: Includes 8+ different page layouts. 		
6.5	SEO Support:		
6.5.1	Implement SEO best practices to enhance search engine visibility and improve organic search rankings		
6.6	Analytics Integration:		
6.6.1	Integrate analytics tools to track and report on website performance, user behavior, and other key metrics.		
6.7	Cloud Readiness:		
6.7.1	Ensure the site is optimised for hosting on the Azure tenant, leveraging cloud capabilities to enhance scalability, performance, and security.		
6.7.2	Migrate all existing documents, content, and structured data from the current ACSA website to the revamped platform, ensuring data integrity, accessibility, and alignment with the new site architecture. Relevancy of each can be discussed during development.		
6.8	Site Latency:		
6.8.1	Optimize the site to ensure minimal latency and fast load times, providing a seamless user experience.		
6.9	Data Backup and Disaster Recovery Strategy:		
6.9.1	Implement regular backup procedures to safeguard critical data and ensure business continuity in the event of data loss or system failures. Recovering Time Objective's (RTO's) & Recovering Point Objective's (RPO's) to be defined.		

7. Nonfunctional requirements

NFR#	Nonfunctional Requirements	Complied	
		Yes	No
7.1	Performance:		
7.1.1	Ensure fast loading times and smooth navigation throughout the website.		
7.1.2	It should be easy for users to move from one tab to another within three seconds.		
7.1.3	Ensure the revamped ACSA website supports a minimum of 1,000 concurrent users without performance degradation, with scalable architecture to accommodate peak loads of up to 5,000 users.		
7.1.4	Ensure that communication between the website and backend services is secured using Transport Layer Security (TLS), even when using serverless components such as Azure Static Web Apps, Azure Functions, or Azure API Management.		
7.2	Security:		
7.2.1	Implement robust security measures to protect user data and prevent cyber threats (The website should enforce strong passwords, encrypted data through SSL certificates, constant monitoring, automated backups and frequent vulnerability assessments).		
7.2.2	The site should comply with the POPI Act and ensure that the data is protected.		
7.2.3	The site should comply with ISO/IEC 27001 (Information Security Management Systems), ISO/IEC 27017 (Information Security Controls), NIST800-53 (Cybersecurity Standards and GDPR (General Data Protection Regulatory – Data Laws).		
7.2.4	Ensure that communication between the website and backend services is secured using Transport Layer Security (TLS), even when using serverless components such as Azure Static Web Apps, Azure Functions, or Azure API Management.		
7.3	Scalability:		
7.3.1	Design the website architecture to accommodate future growth and expansion.		
7.4	Compatibility:		
7.4.1	Ensure cross-browser compatibility and support for various devices and screen sizes.		
7.5	Reliability:		
7.5.1	Minimise downtime and ensure high availability of the website. The website should be available at 99.9% or higher i.e. four 9's (99.00% or five 9's (99.999))		



7.6	Content Management:		
7.6.1	Ensure business users are able to update website content through a user-friendly interface, without requiring technical skills or assistance from the technical team.		

ACSA Website Revamp Scope of Work

8. Project Management Requirements:

The following are project management requirements are in scope:

PR #	Project Management Requirement Description	Complied?	
		Yes	No
8.1	Project Management Approach:		
8.1.1	Utilize project management methodologies, knowledge, skills, tools, and techniques consistent with leading internationally recognized and accepted project management practices such as those contained in the Guide to the Project Management Body of Knowledge (PMBOK) or Prince 2.		
8.1.2	Perform project management review and oversight, attend scheduled project meetings, ensure key milestones are achieved by Service provider, ensure all ACSA project governance processes are in place and are being achieved throughout the project		
8.2	Define Project Team:		
8.2.1	The project manager must be able to define a group of people responsible for executing the tasks and producing deliverables outlined in the project plan and schedule		
8.3	Resource Planning:		
8.3.1	The project manager must be able to determine what resources are required to deliver projects and then allocate and scheduling the work based on team capacity.		
8.4	Define Project Plan:		
8.4.1	Provide project definition and plan, identify major critical milestones, ensure delivery within budget and project deliverables aligned and approved by the ACSA Project Manager.		
8.4.2	Provide, maintain, and update detailed project planning, identify critical path dependencies.		
8.4.3	Approve project plan, critical milestones, budget forecast, and project deliverables		
8.4.4	Schedule and facilitate weekly project meetings to review detailed project plan and critical path dependencies		
8.4.5	Manage an integrated baselined project schedule, which will include all ACSA and third-party tasks, and all known dependencies.		
8.4.6	Project schedule to include all project milestones, including billing milestones		
8.4.7	Project schedule to be baselined within the first four weeks of project kick off. Any changes to the baseline to be presented to project board for review and approval		
8.5	Manage project progress and execution:		



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8.5.1	The project manager must be able to track project activities and tasks in MSP to ensure that the project does not go off course or hit any delays or setbacks along the way.		
8.5.2	The project manager must ensure project plan management activities are carried out and ensure updated communication with project stakeholders is done.		
8.5.3	The project manager must report on project progress, budget, risk, and issues.		
8.5.4	The project manager reviews and escalates any issues risk etc. for action to higher governance authorities as required.		
8.6	Budget Management:		
8.6.1	The project manager must be able to manage the total projected costs needed to complete a project over a defined period of time.		
8.7	Stakeholder Management:		
8.7.1	The project manager must be able to do stakeholder identification, analysis, and management to ensure alignment, secures support, identifies risks, enhances decision-making, fosters communication, facilitates adaptation, and contributes to the organization's reputation.		
8.8	Project Governance:		
8.8.1	The project manager must be able to enforce project governance to ensure adherence to the procedures and policies that determine how projects are managed and overseen.		
8.8.2	Draft project charter with input from ACSA for sign off by all stakeholders.		
8.8.3	Complete all required project artifacts and ensure approved through required forums and stakeholders – which may include, but is not limited to solution design, test plans, integration plans, migration plans, change controls, communication plans, decommission plan, asset management forms.		
8.8.4	All project documentation to be saved in ACSA central document repository.		
8.8.5	Minute all meetings within 48 hours of the meeting, list all actions from the minutes in the RAID log.		
8.8.6	Include end to end asset management requirements aligned to ACSA policy and procedure in scope of deliverables – this includes asset tagging of ALL assets, completing asset capitalization form and submitting such forms with invoices to enable payment.		
8.9	Project reporting:		
8.9.1	The project manager must provide weekly project reports, and monthly Steerco reports to the project board in ACSA format.		
8.10	Project Close Out:		
8.10.1	The project manager must ensure that all activities required to close out the project are carried out to ensure that the project is properly closed out and seamlessly handed over to operation without incomplete activities.		

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ACSA Website Revamp Scope of Work

16

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The appointed service provider will be responsible for delivering comprehensive support and maintenance services during the handover phase of the ACSA Website Revamp project. This phase is critical to ensure a smooth transition of responsibilities and knowledge to the internal operational support team.

Key responsibilities during this period include:

- **Support Plan:** Define a post-handover support plan, provide a point of contact for escalations and share a list of known issues and backlog items.
- **Technical Support:** Addressing any issues, bugs, or performance concerns that arise post-deployment to ensure the website remains stable and fully functional.
- **Collaboration and Communication:** Engaging in regular coordination meetings with ACSA operational support team to facilitate a seamless transition.
- **System Monitoring and Maintenance:** Actively monitoring the website's performance and implementing necessary updates or patches to maintain optimal functionality during the transition.

The service provider is expected to work closely with ACSA operational support team to ensure all technical and operational knowledge is effectively transferred.

Estimated Handover Duration: The handover period is expected to span **4 to 6 weeks**, depending on the complexity of the final deliverables. This duration may be adjusted based on mutual agreement and project needs.

10. Training

As part of the project close-out and handover process, the appointed service provider is required to deliver structured training and knowledge transfer sessions to ensure that the internal operational support team and relevant ACSA personnel are fully equipped to manage, maintain, and enhance the revamped website.

The training must be comprehensive, practical, and tailored to the technical and operational needs of the receiving teams. Demonstrate and hand over all technical elements to the internal operational support team and ensure completion of the following:

10.1. Training Scope and Responsibilities:

- **Training Sessions:** Conduct instructor-led sessions (virtual or in-person) covering key aspects of the website's architecture, content management workflows, security protocols, and maintenance procedures.



- **Knowledge Transfer:** Providing detailed documentation to ensure the operational support team is fully equipped to manage and maintain the website.
- **Hands-On Demonstrations:** Provide live demonstrations and walkthroughs of the website's backend, including Content Management System (CMS) usage, deployment processes, and troubleshooting common issues.
- **Q&A and Support:** Facilitate interactive Q&A sessions to address specific queries and ensure clarity on all technical and functional aspects.

10.2. **Documentation Handover:** Provide comprehensive documentation that includes

- **Project Overview:** Purpose, goals, and key features.
- **Architecture Diagram:** High-level system architecture.
- **Tech Stack:** Languages, frameworks, libraries, and tools used.
- **Deployment Process:** Step-by-step guide to deploy the site.
- **Environment Details:** URLs, credentials (securely shared), and configurations for dev, staging, and production.
- **Database Schema:** ER diagrams, table relationships, and data flow.
- **Third-party Integrations:** APIs, payment gateways, analytics, etc.

10.3. **Codebase Handover**

- **Version Control Access:** Ensure the team has access to the Git repository.
- **Branching Strategy:** Explain the branching model (e.g., GitFlow).
- **Code Standards:** Share any style guides or linting rules.
- **Build Instructions:** How to build and run the project locally.

10.4. **Knowledge Transfer Sessions**

- **Conduct walkthroughs of:** Codebase structure, Key modules and components, Deployment pipeline and troubleshooting common issues.
- Record sessions for future reference.

10.5. **Access & Credentials**

- Transfer access to Hosting platform (Azure), Domain registrar, CMS or admin panels, Monitoring tools (e.g., Google Analytics, Sentry) and CI/CD tools (e.g., GitHub Actions, Jenkins)

10.6. Maintenance Guidelines

- How to handle updates (e.g., security patches, content updates)
- Backup and recovery procedures
- Performance monitoring and optimization tips

10.7. Final Checklist

- All documentation is complete and accessible
- Code is pushed to the main repository
- All credentials are securely shared
- Internal team has confirmed access to all tools
- Handover sessions are completed and recorded

Information Security Standards

ACSA IT Information Security has prescribed Web Application Security Standards to which ACSA web- based applications need to adhere. For detailed standards, please refer to Annexure Information Security: Web application Security Standards, which will accompany this document.

IT Standards:

ACSA has a prescribed IT Standards to which all IT infrastructure-based solutions must adhere. For detailed standards, please refer to Annexure **A: IT Standards**, which will accompany this document.



2.3. Minimum Requirements

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

2.4. Returnable Documents

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

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

3. Validity of submitted information

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

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SECTION 3: PRICE AND PREFERENCE

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

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

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 is allocated for price on the following basis:

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

<i>Specific Goals</i>	<i>Number of points (80/20 system)</i>
<i>B-BBEE Status Level 1</i>	<i>5</i>
<i>B-BBEE Status Level 2</i>	<i>4.5</i>
<i>B-BBEE Status Level 3</i>	<i>4</i>
<i>B-BBEE Status Level 4</i>	<i>3</i>
<i>B-BBEE Status Level 5</i>	<i>2</i>
<i>B-BBEE Status Level 6</i>	<i>0.5</i>
<i>B-BBEE Status Level 7</i>	<i>0.3</i>
<i>B-BBEE Status Level 8</i>	<i>0.1</i>
<i>Black youth majority-owned entities</i>	<i>5</i>
<i>Company majority owned by people with disabilities</i>	<i>5</i>
<i>Black woman majority -owned entities</i>	<i>5</i>
<i>Non- compliant contributor</i>	<i>0</i>



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

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- ☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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Pricing Schedule

Item	Item/ Service Description	Estimated Cost Annually	Total Amount in 5-Years R
	Sub-total		
	VAT		
	Total		

Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification. Disbursements will be reimbursed at actual cost. The successful bidder will be required to provide proof of expenses in order to be reimbursed. Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, etcetera). On basis of these particulars, certified invoices will be checked for correctness.

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SECTION 4: DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

Making a Declaration

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

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

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

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

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

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

**Declaration:**

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

Signature

Date

Position

Name of bidder

SECTION 5: BIDDER'S DISCLOSURE FORM

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

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

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

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

Full Name	Identity Number	Name of State institution

3. Bidders' disclosure in respect of independent bidding

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

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



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

.....
Signature

.....
Date

.....
Position/ Designation

.....
Name of bidder

SECTION 6: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

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

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

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

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

2. **INTRODUCTION**

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

3 **USE OF CONFIDENTIAL INFORMATION**

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

4 **NON-DISCLOSURE**

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

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

5. **COPIES**

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

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

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

7. **DURATION**

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

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

11. **DOMICILIUM**

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

12. **GENERAL**

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

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SIGNED at _____ on _____ day of _____ 202_____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202_____

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

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

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

Proposal No: _____

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 above proposal in accordance with Airports Company South Africa's requirements.

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

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- 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
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Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	

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SECTION 8: VAT QUESTIONNAIRE

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

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

Yes	No
-----	----

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

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

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

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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.