

**REQUEST FOR PROPOSALS TO APPOINT A SUITABLY QUALIFIED SERVICE PROVIDER  
TO CONDUCT PROPERTY VALUATIONS FOR THE AIRPORTS COMPANY SOUTH AFRICA  
GROUP FOR A PERIOD OF THREE (3) YEARS.**

**Tender Number:** : COR6989/2022

**Issue Date** : 26 October 2022

**Closing Date** : 2 December @ 12:00PM

**Compulsory Briefing Session  
Date and Time** : 14 November@ 12:00PM

## 1. SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to RFP documents

The documents are available on [www.etenders.gov.za](http://www.etenders.gov.za) and [www.airports.co.za](http://www.airports.co.za) from **26 October 2022**. Electronic copies of the tender documents will be available for download on the National Treasury website during the same period. No bid documents will be available at the briefing session.

### 1.2. Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents can be submitted on or before **2 December 2022 @12:00PM** using the following method(s):

- Bidders should submit their proposals via email to [Alicia.Sekoati@airports.co.za](mailto:Alicia.Sekoati@airports.co.za) only.
- Please note that the email incoming message size limit is 35MB, please ensure that you do not exceed this limit as your bid will not be received. If you submit your bid in several emails, please clearly label (by numbering) the emails in the subject line so that I know how many emails to expect (E.g. COR6989/2022: XXX LTD email 1 of 7). Also, if you submit your bid in several emails, please ensure that all of your emails are sent/received before the deadline of **2 December 2022 @12:00PM**.
- No physical submissions will be accepted
- ACSA will only evaluate the information sent/received before deadline. No excuses.
- Acknowledgement of receipt emails will be sent to bidders by **5 December 2022 @ 12:00pm**. If you have not received one by that date and time, please follow up. The deadline for following up on acknowledgement of receipt is **6 December 2022 @ 16:00pm**.

### 1.3. Late Bids

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

#### 1.4. Clarification and Communication

Name: Alicia Sekoati

Designation: Senior Buyer

Tel: 011 723 2649

Email: [Alicia.Sekoati@airports.co.za](mailto:Alicia.Sekoati@airports.co.za)

1.4.1. Request for clarity or information on the tender may only be requested until **25 November 2022**. 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.

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

#### 1.5. Compulsory Briefing Session

A compulsory briefing session will be held on the following dates at the stipulated venues and time:

**Date:** 14 November 2022

**Time:** 12:00PM

**Venue:** Microsoft Teams

Bidders who are interested in joining the briefing session are required to send their email addresses to Alicia

Sekoati ([Alicia.Sekoati@airports.co.za](mailto:Alicia.Sekoati@airports.co.za)) by **11 November 2022 @ 12:00pm** no excuses. A meeting invitation will be sent to all interested parties who have emailed by the set deadline. We encourage bidders to join this briefing session.

## 1.6. Bid Responses

Bid responses must be strictly prepared and returned in accordance with this tender document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document. Changes to the bidder's submission will not be allowed after the closing date of the tender. 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 tender;
- 1.7.2. Split the award of this tender;
- 1.7.3. Negotiate with all or some of the shortlisted bidders;
- 1.7.4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- 1.7.5. To reject the lowest acceptable tender received; and/or
- 1.7.6. Cancel this tender.

## 1.8. Validity Period

- 1.8.1. ACSA requires a validity period of **one hundred and twenty (120)** business/working days for this tender. During the validity.
- 1.8.2. 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.

**1.9. Confidentiality of Information**

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

**1.10. Hot – Line**

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80

Free Fax: 0800 00 77 88

Email: [acsa@tip-offs.com](mailto:acsa@tip-offs.com)

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

### 2.1. Background and Purpose of Tender

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

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

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

ACSA requires the services of a registered and independent valuer to provide the fair values of these Investment Properties for the next 3 financial year ends.

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

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

### 2.2. Scope of Work

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

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

- Visiting of ACSA sites to physically inspect all the investment properties (i.e., based at nine airports, comprising approximately of 330 properties). This estimate is inclusive of 4 subsidiary entities located at the major international airports (OR Tambo, Cape Town and King Shaka International Airport). This inspection should be done annually and must be utilised to assess the condition and location of the properties when determining the fair value.
- **Note:** ACSA also receives ad hoc requests from its stakeholders, for the determination of the market values for properties for the determination of the levy to be levied by the municipalities. The valuer will also be required to perform these municipal valuations in accordance with South African Standard Municipal Valuations for Property Rating "s MVPR".

- The identification of any other potential Investment Properties that were not classified as such previously.
- Inspection of all lease agreements to substantiate fair valuation process. This process will also assist on the identification of any other investment properties that were not classified as such previously.
- The valuator should separate the investment properties into their major categories i.e. “Business & Commercial Portfolio and the Industrial Portfolio”. (not residential properties).
- Usage of the “Income Approach” to determine Fair values – any other valuation method will have to be approved beforehand by ACSA and substantiated.
- The disclosure in the valuation reports, the assumptions made about all inputs utilised to arrive at the market value and the preparation of a sensitivity analysis of each market value when the inputs in accordance with IFRS 13.
- The Significant judgements, estimates and source of estimation uncertainty will be required to form part of the valuation reports which must include the market yields, escalation rates, vacancy rates and capitalisation rates.
- The valuation report for each site/airport must include details of the assumptions (i.e. the reasons for the fair valuation, the valuation model and consideration of anticipated traffic volume demand and airline sustainability) made by the valuator to arrive at the fair value.
- The valuation report must disclose all assumptions, e.g., the perpetual vacancy rate; comparative analysis and/or income approach, whether the depreciated cost approach was used. Whether the residual-land-value method or a discounted cashflows are used.
- The valuation must take into account any/all events after reporting period i.e., all events that occur between the end of the reporting period and the date when the financial statements are authorised for issue and events that provide evidence of conditions that existed at the end of the reporting period, an example of such is the impact of Covid-19 on business and leisure travel, related industries and the economy.
- The disclosure of the market yields, escalation rates and key valuation inputs existing at each reporting date must be provided for financial reporting purposes. The valuator can refer to ACSA’s Annual Financial Statements Note B.1 to confirm the main inputs required per major property portfolio.
- Since the fair value is an estimate, the valuator will be required to provide a sensitivity analysis of the impact on the value if the unobservable inputs increased/decreased by a certain percentage.
- The curriculum vitae of all individuals that formed part of the valuation team are required, including the professional qualifications of the said individuals.
- It should be noted that ACSA has no intention of selling any Properties in the near future, therefore the fair valuation process is specifically for the purpose of meeting the requirements of IAS 40 and IFRS 13 for reporting purposes.
- Final valuation reports for IFRS reporting (Investment Properties) are expected to be submitted by the 15<sup>th</sup> of April for each year that the fair valuation of investment property is performed for the year end Reporting of 31<sup>st</sup> of March.

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	<b>VALUATION PROCESS START DATE</b>	<b>INVESTMENT PROPERTY REPORT DEADLINE</b>
<b>1.</b>	January 2023	15 April 2023
<b>2.</b>	January 2024	15 April 2024
<b>3.</b>	January 2025	15 April 2025

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

**Number of properties:**

<b>ACSA Sites</b>	<b>Estimated Number of Properties</b>
Bram Fischer International Airport (BFN)	23
Cape Town International Airport (CTIA)	43
East London Airport (EL)	15
George Airport (GRJ)	34
Kimberly Airport (KIM)	32
King Shaka International Airport (KSIA)	29
O.R. Tambo International Airport (ORTIA)	33
Port Elizabeth International Airport (PLZ)	67



Upington International Airport (UP)	43
Airports Logistics Property Holding Company -ORTIA	2
Airports Logistics Property Holding Company - CTIA	2
Dube Trade port JV - KSIA	5
Precinct 2A - ORTIA	1
<b>Total Properties</b>	<b>329</b>

**Number of Leases per site**

<b>ACSA Sites</b>	<b>Estimated Number of Leases</b>
Bram Fischer	23
Cape Town	43
East London	15
George	39
Kimberly	31
King Shaka	29
O.R. Tambo International Airport	30
Port Elizabeth	59
Upington	43
<b>Subsidiaries</b>	
Airports Logistics Property Holding Company - ORTIA	2
Airports Logistics Property Holding Company - CTN	2
Dube Trade port JV - KSIA	5
Precinct 2A - ORTIA	24
<b>Total Properties</b>	<b>345</b>

**Lease information**

**KING SHAKA INTERNATIONAL AIRPORT**

<b>Building / Site Description</b>		
<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Office	158
Number 2	Office	46,6
Number 3	Office	218,3
Number 4	Office	754
Number 5	Office	160,3
Number 6	Office	149
Number 7	Office	77,9
Number 8	Office	33,4
<b>REMOTE SITES HANGAR WORKSHOP</b>		
<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Hangar/ Workshop	2424
Number 2	Hangar/ Workshop	747
Number 3	Hangar/ Workshop	1070
Number 4	Hangar/ Workshop	42,2
Number 5	Hangar/ Workshop	13
Number 6	Hangar/ Workshop	815,7
Number 7	Hangar/ Workshop	65,4
Number 8	Warehouse/ Workshop	17500
Number 9	Office	3400
<b>REMOTE SITE CAR RENTAL AREA</b>		
<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Open Storage	26600
Number 2	Open Storage	23453

Number 3	Open Storage	5571
Number 4	Open Storage	5000
Number 5	Open Storage	22014
Number 6	Open Storage	5977
Number 7	Open Storage	2635
<b>DUBE CITY VACANT LANDS</b>		
<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m²)</b>
Number 1	Open Storage	2000
Number 2	Vacant Land	28105
Number 3	Fuel Service Station	5321
Number 4	Car Rental	1500
Number 5	Parking Area	735

**Total number of leases: 29**

**PORT ELIZABETH INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m²)</b>
Number 1	Office	114
Number 2	Office	19
Number 3	Office	120
Number 4	Office	162
Number 5	Office	22
Number 6	Office	21
Number 7	Office	115
Number 8	Office	249

Number 9	Office	195
Number 10	Office	39
Number 11	Office	32
Number 12	Warehouse	625
Number 13	Land	400
Number 14	Warehouse	871
Number 15	Warehouse	240
Number 16	Warehouse	200
Number 17	Warehouse	396
Number 18	Warehouse	200
Number 19	Workshop	1162
Number 20	Workshop	2468
Number 21	Workshop	20731
Number 22	Workshop	1100
Number 23	Workshop	5409
Number 24	Car Rental	12192
Number 25	Car Rental	12525
Number 26	Service Station	4606
Number 27	Car Rental	3994
Number 28	Car Rental	2832
Number 29	Car Rental	1500
Number 30	Warehouse	1168
Number 31	Warehouse	265
Number 32	Hotel	3000
Number 33	Office	306
Number 34	Workshop	1578
Number 35	Car Rental	564
Number 36	Office	426
Number 37	Office	669
Number 38	Office	59
Number 39	Office	35

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

**Total number of leases: 29**

**GEORGE AIRPORT**

<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m²)</b>
Number 1	Office	63
Number 2	Office	268
Number 3	Office	54
Number 4	Office	30

Number 5	Office	48
Number 6	Office	33
Number 7	Office	45
Number 8	Office	40
Number 9	Office	249
Number 10	Land	4157
Number 11	Land	1800
Number 12	Land	10542
Number 13	Land	1800
Number 14	Land	3600
Number 15	Land	4560
Number 16	Land	1463
Number 17	Land	3600
Number 18	Land	3600
Number 19	Land	3600
Number 20	Land	3600
Number 21	Land	3600
Number 22	Land	9320
Number 23	Land	23
Number 24	Land	6406
Number 25	Land	2813
Number 26	Land	1137
Number 27	Land	7009
Number 28	Land	1833
Number 29	Land	1800
Number 30	Office	527
Number 31	Land	187 bays
Number 32	Land	4314
Number 33	Land	2398
Number 34	Land	3699
Number 35	Land	2398

Number 36	Land	7101
Number 37	Land	4212
Number 38	Land	104964
Number 39	Land	5018

**Total number of leases: 39**

**BRAAM FISCHER INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m²)</b>
Number 1	Hangar	2520
Number 2	Land	819
Number 3	Land	506
Number 4	Land	1500
Number 5	Land	1000
Number 6	Land	1564
Number 7	Land	775
Number 8	Land	1500
Number 9	Land	2500
Number 10	Land	5549
Number 11	Land	5350
Number 12	Land	5350
Number 13	Office	203
Number 14	Office	381
Number 15	Land	144
Number 16	Land	6003
Number 17	Land	20936
Number 18	Office	86
Number 19	Office	146

Number 20	Land	197 bays
Number 21	Land	2173
Number 22	Land	276467
Number 23	Land	43137

**Total number of leases: 39**

**KIMBERLY AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Hanger	3035
Number 2	Land	200
Number 3	Land	225
Number 4	Hanger	380
Number 5	Land	109
Number 6	Land	156
Number 7	Land	113
Number 8	Land	653
Number 9	Hanger	1058
Number 10	Land	366
Number 11	Land	543
Number 12	Land	426
Number 13	Land	500
Number 14	Land	679
Number 15	Land	219
Number 16	Land	219
Number 17	Land	225
Number 18	Land	1479
Number 19	Land	448



Number 20	Land	106
Number 21	Building	131
Number 22	Land	36
Number 23	Land	100
Number 24	Land	3637
Number 25	Land	1226
Number 26	Land	84
Number 27	Land	3075
Number 28	Land	2421
Number 29	Land	67
Number 30	Land	85 bays
Number 31	Land	156

**Total number of leases: 31**

**EAST LONDON**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m²)</b>
Number 1	Land	3351
Number 2	Land	5319
Number 3	Land	4105
Number 4	Land	1800
Number 5	Land	436
Number 6	Land	100
Number 7	Land	1035
Number 8	Land	1200
Number 9	Land	3150
Number 10	Land	4000
Number 11	Land	2656
Number 12	Land	7268

Number 13	Land	2544
Number 14	Land	1179
Number 15	Land	546

**Total number of leases: 15**

**UPINGTON AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m²)</b>
Number 1	Land	123
Number 2	Land	9
Number 3	Land	2950
Number 4	Land	1347
Number 5	Land	13840
Number 6	Land	156
Number 7	Land	499
Number 8	Land	175
Number 9	Land	82
Number 10	Land	179
Number 11	Land	175
Number 12	Land	273
Number 13	Land	180
Number 14	Land	789
Number 15	Land	1093
Number 16	Land	135
Number 17	Land	330
Number 18	Land	175
Number 19	Land	175
Number 20	Land	175

Number 21	Land	175
Number 22	Land	148
Number 23	Land	154
Number 24	Land	191
Number 25	Land	140
Number 26	Land	200
Number 27	Land	346
Number 28	Land	159
Number 29	Land	336
Number 30	Land	210
Number 31	Land	20582
Number 32	Land	275 395
Number 33	Land	297936
Number 34	Land	409 809
Number 35	Land	80
Number 36	Land	100
Number 37	Land	30
Number 38	Land	5350
Number 39	Land	625
Number 40	Land	69
Number 41	Land	70
Number 42	Land	74 bays
Number 43	Land	317

**Total number of leases: 43**

CAPE TOWN INTERNATIONAL AIRPORT		
Tenant Name	Facility type	Extent (m²)
Number 1	Office	8256
Number 2	Office	3994
Number 3	Offices & Hangars	6444
Number 4	Land	4200
Number 5	Hangar	2570
Number 6	Hangar	880
Number 7	Land	3600
Number 8	Hangar	1828
Number 9	Land	3435
Number 10	Hangar	1090
Number 11	Hangar	1310
Number 12	Workshop	2375
Number 13	Hangar	6516
Number 14	Land	965
Number 15	Land	3018
Number 16	Land	3274
Number 17	Land	7509
Number 18	Land	2556
Number 19	Land	8054
Number 20	Land	167
Number 21	Hotel	6680
Number 22	Land	11319
Number 23	Warehouse and Offices	13945
Number 24	Parking	1153
Number 25	Warehouse	3191
Number 26	Warehouse	2277

Number 27	Land	139548
Number 28	Warehouse	30046
Number 29	Land	51522
Number 30	Land	4087
Number 31	Land	1405
Number 32	Workshop	2447
Number 33	Warehouse	2219
Number 34	Warehouse	20659
Number 35	Warehouse	19618
Number 36	offices	16406
Number 37	Land	19000
Number 38	lounge	445
Number 39	offices	560
Number 40	Parking and Offices	1676
Number 41	Land	11600
Number 42	Land	5091439
Number 43	Land	7516

**Total number of leases: 43**

**O.R TAMBO INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m²)</b>
Number 1	Land, Offices and Warehouse	632
Number 2	Warehouse	3762
Number 3	Land	4950
Number 4	Warehouse and Offices	11130
Number 5	Warehouse	7944
Number 6	Warehouse	7572
Number 7	Warehouse and Offices	5508
Number 8	Warehouse and Offices	8846
Number 9	Office	969
Number 10	Commercial	2262

Number 11	Warehouse and Offices	62511
Number 12	Office and Land	3100
Number 13	Land	44147
Number 14	Commercial	64839
Number 15	Warehouse and Offices	43172
Number 16	Office	9410
Number 17	Hangar	13311
Number 18	Office, Warehouse and Land	33649
Number 19	Hangar and Offices	5674
Number 20	Land	20388
Number 21	Service Station	669
Number 22	Land	10000
Number 23	Hotel	12024
Number 24	Hotel	28895
Number 25	Warehouse	3048
Number 26	Hotel	9250
Number 27	Land and Warehouse	6424
Number 28	a. Commercial	16000
Number 29	b. Retail	22000
Number 30	c. Hotel	130000

**Total number of leases: 30**

**SUBSIDIARY O.R TAMBO INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m²)</b>
Number 1	Land	11472
Number 2	Land	12334

**Total number of leases: 2**

**SUBSIDIARY CAPE TOWN INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m²)</b>
Number 1	Land	9932
Number 2	Land	7517

**Total number of leases: 2**

**SUBSIDIARY KING SHAKA INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m²)</b>
Number 1	Land	363.6272
Number 2	Land	194.8038
Number 3	Land	109.0150
Number 4	Land	103.3784
Number 5	Land	63.6635

**Total number of leases: 5**

**PRECINT 2A O.R TAMBO INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Workshop/Storeroom	20 990
Number 2	Workshop/Storeroom	23 292
Number 3	Workshop/Storeroom	15 797
Number 4	Workshop/Storeroom	1 788
Number 5	Workshop/Storeroom	1 773
Number 6	Office	6 962
Number 7	Workshop/Storeroom	2 376
Number 8	Workshop/Storeroom	2 133
Number 9	Workshop/Storeroom	6 844
Number 10	Workshop/Storeroom	591
Number 11	Workshop/Storeroom	106
Number 12	Workshop/Storeroom	12
Number 13	Workshop/Storeroom	207
Number 14	Office	796
Number 15	Workshop/Storeroom	387
Number 16	Workshop/Storeroom	16
Number 17	Workshop/Storeroom	665
Number 18	Workshop/Storeroom	1380
Number 19	Workshop/Storeroom	261
Number 20	Workshop/Storeroom	315
Number 21	Workshop/Storeroom	610
Number 22	Workshop/Storeroom	25
Number 23	Workshop/Storeroom	27
Number 24	Workshop/Storeroom	476
Number 25	Workshop/Storeroom	459
Number 26	Office	6866



Number 27	Workshop/Storeroom	27466
Number 28	Workshop/Storeroom	2541
Number 29	Workshop/Storeroom	2 160
Number 30	Workshop/Storeroom	109
Number 31	Workshop/Storeroom	1 746
Number 32	Workshop/Storeroom	112
Number 33	Workshop/Storeroom	209
Number 34	Workshop/Storeroom	3 642
Number 35	Workshop/Storeroom	10 108
Number 36	Workshop/Storeroom	8 788
Number 37	Workshop/Storeroom	5 247
Number 38	Workshop/Storeroom	130
Number 39	Workshop/Storeroom	8 278
Number 40	Workshop/Storeroom	1 340
Number 41	Workshop/Storeroom	27
Number 42	Workshop/Storeroom	19
Number 43	Workshop/Storeroom	41
Number 44	Workshop/Storeroom	507
Number 45	Workshop/Storeroom	298
Number 46	Workshop/Storeroom	200
Number 47	Workshop/Storeroom	511
Number 48	Workshop/Storeroom	27
Number 49	Workshop/Storeroom	45
Number 50	Workshop/Storeroom	1 250
Number 51	Workshop/Storeroom	316
Number 52	Workshop/Storeroom	337
Number 53	Workshop/Storeroom	41
Number 54	Workshop/Storeroom	4 568
Number 55	Workshop/Storeroom	24 531
Number 56	Workshop/Storeroom	957
Number 57	Workshop/Storeroom	61

Number 58	Workshop/Storeroom	718
Number 59	Workshop/Storeroom	883
Number 60	Workshop/Storeroom	3 224
Number 61	Workshop/Storeroom	10 918
Number 62	Office	1 800
Number 63	Workshop/Storeroom	12 516
Number 64	Office	9 723
Number 65	Office	1 312
Number 66	Office	3 146
Number 67	Workshop/Storeroom	125
Number 68	Workshop/Storeroom	213
Number 69	Office	467
Number 70	Office	53
Number 71	Office	30
Number 72	Workshop/Storeroom	160
Number 73	Office	3 156
Number 74	Workshop/Storeroom	546
Number 75	Workshop/Storeroom	17 985
Number 76	Office	2 819
Number 77	Office	3 691
Number 78	Office	5 426
Number 79	Office	1 183
Number 80	Workshop/Storeroom	1 352
Number 81	Office	3256
Number 82	Workshop/Storeroom	13
Number 83	Workshop/Storeroom	2664
Number 84	Workshop/Storeroom	1 415
Number 85	Workshop/Storeroom	708
Number 86	Workshop/Storeroom	117
Number 87	Workshop/Storeroom	18
Number 88	Warehouses/Workshops	10 930

Number 89	Office	2 332
Number 90	Warehouses/Workshops	75 830
Number 91	Land	119 000
Number 92	Land	54 900
Number 93	Land	17 933
Number 94	Vacant land	154 000
Number 95	Vacant land	95 390
Number 96	Vacant land	52 500
Number 97	Vacant land	8 060
Number 98	Vacant land	10 320
Number 99	Vacant land	6 850
Number 100	Vacant land	15 000
Number 101	Vacant land	47 000
Number 102	Vacant land	10 700

**Total number of leases: 102**

### 3. SECTION 3: PREFERENCE POINTS AND PRICE

#### 3.1. Preference Points Claims

3.1.1. In terms of the PPPFA and its regulations only a maximum of 20 points may be awarded for preference. The preferential point systems are as follows:

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

3.1.1.2. The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

3.1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/ 20** system shall be applicable. Preference points for this bid shall be awarded for:

3.2. The maximum points for this bid are allocated as follows:

	Points
3.2.1. <b>Price</b>	80
B-BBEE Status Level of Contribution	20
<b>Total Points for Price and B-BBEE must not Exceed</b>	<b>100</b>
3.2.2. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
3.2.3. ACSA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by ACSA.	

#### 3.3. Definitions

3.3.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

3.3.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 3.3.3. **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 3.3.4. **“Black People”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 3.3.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 3.3.6. **“Designated Group”** means:
  - 3.3.6.1. Black Designated Groups;
  - 3.3.6.2. Black People;
  - 3.3.6.3. Women;
  - 3.3.6.4. People with disabilities; or
  - 3.3.6.5. Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 3.3.7. **“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 3.3.8. **“EME”** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 3.3.9. **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 3.3.10. **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 3.3.11. **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 3.3.12. **“Person”** includes a juristic person;
- 3.3.13. **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 3.3.14. **“Price”** means all applicable axes less all unconditional discounts;

- 3.3.15. **“QSE”** means a qualifying small business enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 3.3.16. **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 3.3.17. **“Rural Area”** means:
- 3.3.17.1. a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or
  - 3.3.17.2. an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;
- 3.3.18. **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 3.3.19. **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 3.3.20. **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 3.3.21. **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and
- 3.3.22. **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

All terms not defined herein have the meanings assigned to them in the PPPFA.

#### 3.4. **Adjudication Using A Point System**

- 3.4.1. The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria exist justifying an award to another bidder or ACSA exercises one or more of its disclaimers.
- 3.4.2. Preference points will be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts

3.4.3. Points scored will be rounded off to the nearest 2 decimal places.

### 3.5. Award of Business where Bidders have Scored Equal Points Overall

- 3.5.1. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- 3.5.2. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- 3.5.3. Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

### 3.6. Points Awarded for Price

#### The 80/20 or 90/10 Preference Point Systems

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

#### 3.6.1. Points Awarded for B-BBEE Status Level of Contribution

- 3.6.1.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below

B-BBEE Level Contributor	Status of	Number of Points (90/10 system)	Number of Points (80/20 system)
1		10	20
2		9	18

3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 3.6.1.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.
- 3.6.1.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.
- 3.6.1.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 3.6.1.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 3.6.1.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 3.6.1.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 3.6.1.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.



### 3.7. Bid Declaration

**Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**

(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 3.2.1)

B-BBEE Status Level of Contribution: \_\_\_\_\_ = \_\_\_\_\_ (maximum of 10 or 20 points) (Points claimed in respect of paragraph 0 must be in accordance with the table reflected in paragraph 3.6.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

### 3.8. Sub-Contracting

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

3.8.2. If yes, indicate:

3.8.2.1. The sub-contracted percentage is: \_\_\_\_\_%

3.8.2.2. The type of ownership is as follows in terms of percentage out of 100:

3.8.2.2.1. black ownerships is: \_\_\_\_\_

3.8.2.2.2. black youth ownership is: \_\_\_\_\_

3.8.2.2.3. black women ownership is: \_\_\_\_\_

3.8.2.2.4. black people with disabilities ownerships is: \_\_\_\_\_;

3.8.2.2.5. black people in rural areas, underdeveloped areas or townships ownerships is: \_\_\_\_\_

3.8.2.2.6. black ownership of the co-operative is: \_\_\_\_\_

3.8.2.2.7. black people who are military veteran ownership is: \_\_\_\_\_

3.8.2.2.8. Combined ownership of any of the above is: \_\_\_\_\_.

3.8.3. The tendering condition must specify that the tenderer may only subcontract to a QSE listed above if the QSE has a B-BBEE status level that is equal to or more than that of the tenderer/bidder.

3.8.3.1. The name of the sub-contractor is:

\_\_\_\_\_

3.8.3.2. The B-BBEE status level of the sub-contractor is: \_\_\_\_\_

3.8.3.3. The sub-contractor is an EME: YES / NO (\*Delete *whichever is not applicable*)

3.8.4. A bidder may not sub-contract any portion of the tender after award without the written approval a delegated ACSA representative.

### 3.9. Declaration with Regard to the Bidder

3.9.1.	<b>Name of bidding entity</b>	_____
3.9.2.	<b>VAT Registration</b>	_____
3.9.4.	<b>Company registration</b>	_____
3.9.5.	<b>Type of company / firm:</b>	_____

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

### 3.10. Describe principal business activities

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### 3.11. Company Classification

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transportation, *etcetera*.

[TICK APPLICABLE BOX]

3.12. Total numbers of years the company / firm has been in business:

\_\_\_\_\_

3.13. I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in this bid of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 3.13.1. The information furnished is true and correct;
- 3.13.2. The preference points claimed are in accordance with the General Conditions as indicated in this Section;
- 3.13.3. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;
- 3.13.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:
  - 3.13.4.1. Disqualify the person from the bidding process;
  - 3.13.4.2. Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - 3.13.4.3. 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;
  - 3.13.4.4. Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ACSA for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - 3.13.4.5. Forward the matter for criminal prosecution.

**Witnesses:**

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

\_\_\_\_\_  
Signature(s) of bidder(s)

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

Date:

Address: \_\_\_\_\_

\_\_\_\_\_

## 4. SECTION 4: EVALUATION CRITERIA

### 4.1. Evaluation Criteria

- 4.1.1. ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for pre-qualifying criteria/ local production and content/ Supplier Development, objective criteria and compulsory sub-contracting/ functionality/ Price and B-BBEE. 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 tender process.
- 4.1.2. The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

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

STAGE 1	STAGE 2	STAGE 3
MANDATORY Check if all the documents have been received	FUNCTIONALITY Evaluate on functionality or the technical aspect of the bid	PRICE AND PREFERENCE Evaluate price and BBBEE

### 4.3. Mandatory Requirements

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

1. Acceptance of Airports Company South Africa's tender terms and conditions (**Appendix A**)
2. Completed the Bidder's Disclosure (**SBD4**) (**Appendix H**)

#### 4.4. Functionality

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **60 points** on the functional stage will not be considered further in the evaluation. It should be further noted that a minimum qualifying score per criteria must be met as set out in the evaluation criteria. Failure to achieve any of the minimum scores would result in disqualification for further consideration even if the overall minimum total score had been achieved.

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

<p>1.2. Provide 3 projects where you performed valuations for Municipal rates and taxes [Business &amp; Commercial Portfolio and the Industrial Portfolio (not residential properties)].</p> <p>Provide <b>all</b> the following information for <b>each</b> project (<b>Appendix P</b>):</p> <table><tr><th>INFORMATION REQUIRED PER PROJECT</th></tr><tr><td>1. Provide a brief write-up describing the scope of work for each project</td></tr><tr><td>2. Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)</td></tr></table> <p><b>Full requirement not met or less than 3 projects provided = 0 points</b> <b>Full requirement met for 3 projects = 5 points</b> <b>Full requirement met for more than 3 projects = 10 points</b></p>	INFORMATION REQUIRED PER PROJECT	1. Provide a brief write-up describing the scope of work for each project	2. Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)	5	10
INFORMATION REQUIRED PER PROJECT					
1. Provide a brief write-up describing the scope of work for each project					
2. Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)					
<p><b>2. Resource Experience</b></p> <p>Provide a Resource plan/matrix with a minimum of 4 individuals who will work on this project (<b>Appendix Q</b>). The following is required for each Resource listed:</p> <ol style="list-style-type: none"><li>1. CVs demonstrating each resource's experience in determining the fair value of a minimum of three (3) properties as per IFRS13 using the <b><u>Income Approach</u></b></li><li>2. CVs demonstrating each resource's experience in performing a minimum of three (3) valuations for Municipal rates and taxes [Business &amp; Commercial Portfolio and the Industrial Portfolio (not residential properties)].</li><li>3. Provide valid certification per resource listed. Each resource must have a minimum of "Professional Associated Valuer" certification</li></ol>	30	60			
<p><b>2.1 Investment Property Valuation Experience (<b>Appendix R</b>)</b></p> <p>Provide the CVs of each resource demonstrating each resources experience in determining the fair value of a of a minimum of three (3) properties as per IFRS13 using the <b><u>Income Approach</u></b></p> <p><b>Full requirement not met= 0 points</b> <b>Full requirement met for 4 resources= 10 points</b> <b>Full requirement met for more than 4 resources= 20 points</b></p>	10	20			

<b>2.2 Municipal rates and taxes Valuation Experience (Appendix S)</b>  Provide the CVs of each resource demonstrating each resources experience in performing a minimum of three (3) valuations for Municipal rates and taxes [Business & Commercial Portfolio and the Industrial Portfolio (not residential properties)].  <b>Full requirement not met= 0 points</b> <b>Full requirement met for 4 resources= 10 points</b> <b>Full requirement met for more than 4 resources= 20 points</b>	10	20
<b>2.3 Certification (Appendix T)</b>  Provide valid certification per resource listed. Each resource must have a minimum of "Professional Associated Valuer" certification.  <b>Full requirement not met= 0 points</b> <b>Full requirement met for 4 resources= 10 points</b> <b>Full requirement met for more than 4 resources= 20 points</b>	10	20
<b>3. Travel Plan</b>	<b>20</b>	<b>20</b>
Complete the attached Travel Plan table provided in <b>Appendix D</b> of this tender document.  <b>Travel plan table not completed= 0 points</b> <b>Travel plan completed= 20 points</b>	20	20
<b>TOTAL</b>	<b>60</b>	<b>100</b>

#### 4.5. Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **80/20**. Price will amount to 80 points, whilst preference will be 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the tender, *etcetera*.

The pricing schedule to be completed is as follows:



## PRICING SCHEDULE

<b>COST ITEM</b>	<b>RATE PER UNIT (Incl. VAT)</b>
Rate per unit valued	
Hourly rate for administrative ad hoc services	
	<b>TOTAL COST (Incl. VAT)</b>
Travel & accommodation	
Disbursements	

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

## 5. SECTION 5: RETURNABLE DOCUMENTS

### 5.1. Mandatory Returnable documents

ACSA will disqualify from the tender process any bidder that has failed to submit mandatory returnable documents and information on the closing date and time. 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. The mandatory documents and information are as follows:

### 5.2. Returnable Documents and information

<b>MANDATORY RETURNABLE DOCUMENTS AND INFORMATION</b>	<b>SUBMITTED [Yes or No]</b>
B-BBEE Certificate	
Tax pin (ACSA may not award a tender to a bidder whose tax affairs have not been declared to be in order by SARS)	
Names and identity numbers of Directors	
Certificate of Incorporation (CIPC)	
CSD Registration Summary Report	
Joint Venture (JV) Agreement (If Applicable)	

### 5.3. Validity of submitted information

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.

## **6. SECTION 6: TERMS AND CONDITIONS OF RFP**

### **6.1 Conditions of the request for proposal**

6.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.

6.1.2 Any bids received after the tender closing date and time shall not be considered by Airports Company South Africa SOC Limited and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.

6.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.

6.1.4 Airports Company South Africa SOC Limited reserves the right to award the contract on the basis of bid submitted by a bidder subject to Airports Company South Africa SOC Limited's terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by Airports Company South Africa SOC Limited.

6.1.5 Airports Company South Africa SOC Limited or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.

6.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, Airports Company South Africa SOC Limited may at any time during the life of the contract:

- a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
- b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.

6.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by Airports Company South Africa SOC Limited as a result of cancellation. Airports Company South Africa SOC Limited shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.

6.1.8 If Airports Company South Africa SOC Limited and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by Airports Company South Africa SOC Limited as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. Airports Company South Africa SOC Limited's aforesaid rights are without prejudice and in addition to any other rights that Airports Company South Africa SOC Limited may have in order to claim damages. For the avoidance of doubt, in the event the bid of a

successful bidder is accepted by Airports Company South Africa SOC Limited, no agreement shall come into being until the formal contract has been negotiated and executed between Airports Company South Africa SOC Limited and the successful bidder.

6.1.9 Airports Company South Africa SOC Limited reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.

6.1.10 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on Airports Company South Africa SOC Limited, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of Airports Company South Africa SOC Limited.

6.1.11 Airports Company South Africa SOC Limited reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.

6.1.12 Appendix 1 must be executed in the name of the business actually proposing to perform the Services if awarded the contract. Appendix 1 must be signed by an authorised representative of the bidder.

6.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture may complete and sign Appendix 1. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign Appendix 1 on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.

## **6.2 Binding Arbitration Provision**

6.2.1 It is a condition of participation in this RFP process between the bidder and Airports Company South Africa SOC Limited that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -

- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
- Concerning any aspect of the RFP process to anything done or decided there under or
- Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.

6.2.2 Such arbitration shall be by a single arbitrator who shall be –

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and

- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.

6.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.

6.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.

6.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.

6.2.6 The arbitration shall be held in Johannesburg in the English language.

6.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.

6.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

## **7. SECTION 7: RFP ADMINISTRATIVE & PROCEDURAL RFP REQUIREMENTS**

The following information must be provided as requested in the Appendices in order to have the bid considered by Airports Company South Africa SOC Limited. Any individual, partnership, joint venture or close corporation submitting a bid must meet the minimum administrative and procedural requirements in order to have its bid considered.

### **7.1 Bid Submission:**

7.1.1 Responses to this request for proposal should be provided in respective appendices as attached herein.

7.1.2 The bid shall consist of the following documents in response to the RFP in the sequence shown below. Each part of the bid submission should be adhered to and inserted as per the RFP for ease of reference, and applicable signatures attached where applicable:

7.1.2.1 Acceptance of Airports Company South Africa SOC Limited's terms and conditions of RFP- must be completed and signed and submitted with the bid;

7.1.2.2 Covering Letter - A covering letter must be provided to properly identify the bid and to highlight other general information that the Bidder has included regarding, for instance, the business and/or organisation;

7.1.2.3 Company Background and Executive Summary and Organogram - An executive summary of the bid should include all salient features. Bidders should include the bid information requested in the Appendices such as:

Full name, address, fax and telephone numbers, including the full citation of Bidder, and registration number (in the case of a company or close corporation) exactly as the company or close corporation is registered. If the Bidder is an entity other than a natural person, please provide the name of an individual who is authorised to represent the Bidder;

7.1.2.4 Description of Bidder (i.e. Corporation, Joint Venture, Consortium, Sole Proprietorship):

a) If an Incorporated Entity: List the date of incorporation and the names of all persons or entities owning 10% or more of the Bidders voting shares.

b) If a Partnership: List the date of commencement of the partnership and the name, address, and share of each partner and also include a copy of the partnership agreement.

c) If a Joint Venture: List date of commencement of the agreement. Also list the name and address of each member of the joint venture, including a copy of the agreement recording such a joint venture.

d) If a Sole Proprietorship: List all the business names under which such proprietor has done business during the last two (2) years, address/es, and the duration of the contract/project.

e) Provide a brief history of the Bidder and its experience. State the number of persons the Bidder presently employs. Also indicate any changes in the Bidders name and ownership structure and any trading names under which the Bidder has been doing business.

7.1.2.6 Bidder Proof of relevant experience of providing similar services - The Bidder is to detail the nature of similar services provided. The Bidder must have at least five (5) years recent experience;

7.1.2.7 References /Verifiable clients - Original letters of reference dully signed by at least one director of the bidding entity stating similar services provided, including value of contract per project. The letters must briefly describe the scope of services provided during term of contract. Details for each reference (Name, Position, Landline Phone number and e-mail address) and inform these references in advance that Airports Company South Africa SOC Limited may contact them during the evaluation period as per the timelines provided. Note that this is an important component of the evaluation;

7.1.2.9 Partner Status – Bidders must provide original letters of partner status with the technology or the vendor (where applicable).

7.1.2.10 B-BBEE particulars - Bidders must submit a valid B-BBEE verification certificate and report issued by a verification agency for recognition of the B-BBEE status as determined in accordance with the Codes of Good Practice. B-BBEE information must be detailed confirming the BEE ownership and attach hereto, a certified copy of the identity documents of all owners. In the case of a Company (Pty) Ltd, submit CM29 or equivalent and in the case of a Close Corporation CK1 or CK2.

7.1.2.11 Valid, Original Tax Clearance Certificate- The Bidder must submit a valid, original tax clearance certificate from the South African Revenue Services together with the bid.

7.1.2.12 Financial Information – financial statements of the actual bidding entity (e.g. not the holding company) must be submitted. In the case of a joint venture, include the audited financial statements of each member of the joint venture.

7.1.2.13 Declaration of Solvency - A statement declaring whether the Bidder or any Director or member of the Bidder has ever been declared insolvent or liquidated or whether, either the Bidder or member has ever filed an application for sequestration or liquidation as the case may be.

7.1.2.14 Annual Financial Statements–the Bidders must provide audited financial statements for the last five (5) financial year certified by their Auditors.

7.1.2.16 Proof of Joint Venture – Formal Agreement of JV or partnership with the JV's B-BBEE certificate where applicable.

7.1.2.18 Proof of membership- Bidders are requested to submit, as applicable, proof of registration with or any membership to a recognised related to the services required.

7.1.2.19 Schedule of Rates/Price and Bid–must be submitted

7.1.2.20 Additional Information - Bidders are requested to indicate any additional information they deem relevant to strengthen their bid.



<b>APPENDIX A:</b>	<b>ACCEPTANCE OF TERMS AND CONDITIONS</b>
<b>APPENDIX B:</b>	<b>BID DECLARATION</b>
<b>APPENDIX C:</b>	<b>LIST OF DIRECTORS</b>
<b>APPENDIX D:</b>	<b>TRAVEL PLAN</b>
<b>APPENDIX E:</b>	<b>DECLARATION OF FORBIDDEN PRACTICES</b>
<b>APPENDIX F:</b>	<b>SUB-CONTRACTING FORM</b>
<b>APPENDIX G:</b>	<b>BID CERTIFICATION</b>
<b>APPENDIX H:</b>	<b>BIDDER'S DISCLOSURE (SBD4)</b>
<b>APPENDIX I:</b>	<b>DRAFT SERVICE LEVEL AGREEMENT</b>
<b>APPENDIX J:</b>	<b>SIGNED, CERTIFIED COPY OF THE JOINT VENTURE AGREEMENT OR MEMORANDUM OF UNDERSTANDING (IF APPLICABLE)</b>
<b>APPENDIX K:</b>	<b>B-BBEE</b>
<b>APPENDIX L:</b>	<b>VALID, ORIGINAL TAX CLEARANCE CERTIFICATE (PIN)</b>
<b>APPENDIX M:</b>	<b>LATEST FINANCIAL STATEMENTS</b>
<b>APPENDIX N:</b>	<b>CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT</b>
<b>APPENDIX O:</b>	<b>COMPANY EXPERIENCE: INVESTMENT PROPERTY</b>
<b>APPENDIX P:</b>	<b>COMPANY EXPERIENCE: MUNICIPAL RATES &amp; TAXES</b>
<b>APPENDIX Q:</b>	<b>RESOURCE EXPERIENCE: RESOURCE PLAN/MATRIX</b>
<b>APPENDIX R:</b>	<b>RESOURCE EXPERIENCE: INVESTMENT PROPERTY</b>
<b>APPENDIX S:</b>	<b>RESOURCE EXPERIENCE: MUNICIPAL RATES &amp; TAXES</b>
<b>APPENDIX T:</b>	<b>RESOURCE EXPERIENCE: CERTIFICATION</b>
<b>APPENDIX U:</b>	<b>POPIA</b>

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

TO: The Supply Chain General Manager

Airports Company South Africa Ltd.

Bid Reference Number: **COR6989/2022**

**Bidder's Name and Contract Details**

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

## APPENDIX B: DECLARATION FORM

### Making a Declaration

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

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

Full name of the bidder or representative of  
the bidding entity

---

Identity Number

---

Position held in the bidding entity

---

Registration number of the bidding entity

---

Tax Reference number of the bidding entity

---

VAT Registration number of the bidding entity

---

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

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

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## APPENDIX C: LIST OF DIRECTORS

**Full Names of Directors / Trustees / Members / Shareholders of the bidding entity**

Full Name	Identity Number	Personal Income Tax Reference Number

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

### Declaration:

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

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Position

\_\_\_\_\_

Name of bidder

## APPENDIX D: TRAVEL PLAN

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

			4.	
<b>PLZ</b>			1.	
			2.	
			3.	
			4.	
<b>UP</b>			1.	
			2.	
			3.	
			4.	
<b>ALPH – ORTIA</b>			1.	
			2.	
			3.	
			4.	
<b>ALPH – CTIA</b>			1.	
			2.	
			3.	
			4.	
<b>LMJV – KSIA</b>			1.	
			2.	
			3.	
			4.	
<b>PRECINT – ORTIA</b>			1.	
			2.	
			3.	
			4.	

## APPENDIX E: DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

a)			
b)			

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

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

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

Name:

Designation:

Signature:

## **APPENDIX: F SUB-CONTRACTING**

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

If yes, indicate:

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



## APPENDIX G: BIDS CERTIFICATION

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

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

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

We accept that ACSA Tender Board's decision is final and binding.

We certify that all forms of Bids as required in the Bids document are included in our submission.

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

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

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

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

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

Signature:	
------------	--

Name:	
-------	--

For and behalf of:

Tendering entity name:	
Capacity:	

## APPENDIX H: BIDDER'S DISCLOSURE (SBD4)

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

---

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

**APPENDIX I: DRAFT SERVICE LEVEL AGREEMENT**

**SERVICES AGREEMENT**

entered into

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

("the Company")

And

(Registration No.)

("the Service Provider")

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## PREAMBLE

1. All capitalised terms in this preamble shall have the meaning attributed thereto in clause 1 (*Interpretation and Preliminary*) of the Agreement which follows this preamble.
2. It is recorded that –
  - 2.1. The Company wishes to procure from the Service Provider (whose details are set out in Annexure A (Contract Data) hereto) the Services (the exact specifications of which are set out in Annexure B (Form of Service Specification) hereto), and the Service Provider wishes to render same to the Company; and
  - 2.2. as such, the Parties wish to record the terms and conditions of the provision of the Services in this Agreement. The Service Provider's terms and conditions are expressly excluded from this Agreement.
3. Accordingly, the Parties hereby enter into this Agreement to regulate their relationship as the “customer” and the “service provider” and matters ancillary thereto.

## WHEREBY IT IS AGREED AS FOLLOWS:



## 1. INTERPRETATION AND PRELIMINARY

The headings to the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears:

### 1.1. words importing:

- 1.1.1. any one gender include the other two genders;
- 1.1.2. the singular include the plural and *vice versa*; and
- 1.1.3. natural persons include created entities (corporate or unincorporate) and the state and *vice versa*;

### 1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

- 1.2.1. **"the Company"** means Airports Company South Africa SOC Limited (Registration Number 1993/004149/30);
- 1.2.2. **"Affiliate"** means in relation to any person; (a) any Entity Controlled, directly or indirectly by that person; (b) any Entity that Controls, directly or indirectly, that person, or (c) any Entity under common Control with that person;
- 1.2.3. **"Agreement"** means this service agreement, as amended, replaced or re-stated from time to time, and the annexures hereto, if any;
- 1.2.4. **"Agreement Interest Rate"** means the publicly quoted prime overdraft rate of interest per annum, from time to time charged by Nedbank Limited, as certified by any manager of such bank, whose appointment and authority it shall not be necessary to prove, calculated daily and compounded monthly in arrears;
- 1.2.5. **"Applicable Law"** means any of the following, from time to time, to the extent it applies to a Party (including, as applicable, Affiliates and subcontractors of a Party), or the Services (including, the performance, delivery, receipt or use of the Services, as applicable and wherever occurring): (a) any statute, regulation, policy, by-law, ordinance or subordinate legislation (including treaties, multinational conventions and the like having the force of law); (b) the common law; (c) any binding court order, judgment or decree; (d) any applicable industry code, policy or standard enforceable by law; or (e) any applicable direction, policy or order that is given by a regulator;

- 1.2.6. **"BBBEE"** means Broad-Based Black Economic Empowerment and refers to use of the term in the context of compliance with the BBBEE Act and all related codes of practice and guidance promulgated under the BBBEE Act;
- 1.2.7. **"BBBEE Act"** means the Broad-Based Black Economic Empowerment Act No. 53 of 2003 (as supplemented, amended, succeeded or replaced from time to time);
- 1.2.8. **"Best Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced service provider (holding itself out as being an expert in providing such relevant services) seeking in good faith to fully comply with its contractual obligations and complying with all Applicable Laws;
- 1.2.9. **"Business Day"** means a day, other than a Saturday, Sunday, or public holiday in the Republic of South Africa;
- 1.2.10. **"Charges"** means the charges payable by the Company to the Service Provider in accordance with the provisions of clause 11 (*Payment of Charges*) as consideration for the performance of all of the Services, which charges are set out in **Annexure C** (*Details of Charges*) hereto;
- 1.2.11. **"Commercially Reasonable Efforts"** means taking such steps and performing in such a manner as a well managed company would undertake where such company was acting in a determined, prudent, and reasonable manner to achieve the particular result for its own benefit provided always that such steps are within the reasonable control of the Party;
- 1.2.12. **"Completion Date"** means "*Completion Date*" as set out in **Annexure A** (*Customer Data*), being the date on which the operation of this Agreement expires;
- 1.2.13. **"Custom Intellectual Property"** means Intellectual Property that is originally developed under this Agreement, whether by the Subcontractor, a third party under the Subcontractor's direction and control, by both the Subcontractor and such third party, or by any combination of the Subcontractor, the third party and the Company under the Agreement. For purposes of this definition, the phrase "originally developed" shall mean Intellectual Property included in a deliverable that results from services:

1.2.13.1. substantially all of which are performed by the Subcontractor's personnel while such personnel are assigned to the Company account, unless assigned on less than a full time basis and the Subcontractor can reasonably establish that the development work was done during time that the personnel was not assigned to the Company account; or

1.2.13.2. substantially all of which are performed by the Company's personnel, and the Subcontractor's personnel while such Subcontractor's personnel are assigned to the Company account, unless assigned on less than a full time basis and the Subcontractor can reasonably establish that the development work was done during time that the personnel was not assigned to the Company account; or

1.2.13.3. substantially all of which were directly or indirectly funded by the Company;

1.2.14. **"Control"** means in relation to an Entity the ability of a person (the **"Controller"**), directly or indirectly, to ensure that the activities and business of an Entity (the **"Controlled Entity"**) are conducted in accordance with the wishes of the Controller, and the Controller shall be deemed to so control the Controlled Entity if the Controller owns, directly or indirectly, the majority of the issued share capital, members interest or equivalent equity and/or holds, directly or indirectly, the majority of the voting rights in the Controlled Entity or the Controller has the right to receive the majority of the income of that Controlled Entity on any distribution by it of all of its income or the majority of its assets on a winding up and in respect of a Controlled Entity that is a trust, **"Control"** means the ability of the Controller to control the majority of the votes of the trustees or to appoint the majority of the trustees or to appoint or change the majority of the beneficiaries, or such trust operates primarily for the benefit of such person and **"Controlling"** and **"Controlled"** shall be construed accordingly;

1.2.15. **"DTI Code"** means the Codes of Good Practice on Black Economic Empowerment, issued under section 9(1) of the BBBEE Act (as supplemented, amended, succeeded or replaced from time to time);

1.2.16. **"Effective Date"** means *"Effective Date"* as set out in **Annexure A** (*Customer Data*) being the date on which this Agreement commences;

- 1.2.17. **"Entity"** means any association, business, close corporation, company, concern, enterprise, firm, fund, partnership, person, trust, undertaking, voluntary association or other similar entity whether corporate or unincorporate;
- 1.2.18. **"Force Majeure Event"** shall have the meaning ascribed thereto in clause 23.1;
- 1.2.19. **"Indemnified Claim"** shall have the meaning ascribed thereto in clause 20.2;
- 1.2.20. **"Indemnified Party"** shall have the meaning ascribed thereto in clause 20.1;
- 1.2.21. **"Insolvency Event"** means, in relation to the Service Provider, the occurrence of any of the following events or circumstances -
- 1.2.21.1. an order or declaration is made or a meeting of the directors or shareholders (if any) of the Service Provider is convened to consider the passing of, or a resolution is passed for the administration, custodianship, curatorship, bankruptcy, liquidation, winding-up, any form of compromise, business rescue or dissolution, (and whether provisional or final) of it or its estate;
- 1.2.21.2. it is unable (or admits inability) to pay its debts generally as they fall due or is (or admits to being) otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or proposes or seeks to make or makes a general assignment or any arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness;
- 1.2.21.3. it takes any proceeding or other step with a view to the general readjustment, rescheduling or deferral of its indebtedness (or any part thereof which it would otherwise be unable to pay when due) or proposes to take any such step;
- 1.2.21.4. any receiver, administrative receiver, any form of administrator, compulsory manager, curator, trustee in bankruptcy, liquidator, business rescue practitioner or the like (whether provisional or final) is appointed in respect of it or any material part of its assets or it requests any such appointment;
- 1.2.21.5. any act which, if such act was committed by an individual, would be an act of insolvency within the meaning of section 8 of the Insolvency Act No. 24 of 1936 or any equivalent legislation in any jurisdiction to which the Service Provider is subject; or

1.2.21.6. an application is made by any affected person or third party for an order placing it under supervision for business rescue proceedings as contemplated in section 131(1) of the Companies Act No. 71 of 2008;

1.2.22. **"Intellectual Property"** means all specifications, operating instructions, compilations, lists, databases, systems, operations, processes, methodologies, technologies, algorithms, techniques, methods, designs, circuit layouts and mask-works, plans, reports, data, works protected under the Copyright Act of 1978, works of authorship, video recordings, audio recordings, photographs, models, samples, substances, trade secrets, formulae, know-how, show-how, confidential information, concepts and ideas of any nature (including of a technical, scientific, engineering, commercial, strategic, financial, marketing or organisational nature), inventions, discoveries, drawings, notes, manuals, documentation, training materials, job aids, trademarks, service marks, logos, slogans, corporate, business and trade names, domain names, trade dress, brand names and other indicia of origin, regardless of whether Intellectual Property Rights actually inhere in any such items, and any other tangible or intangible items in which Intellectual Property Rights may inhere, and includes all Intellectual Property Rights in any of the foregoing set out in this clause 1.2.22;

1.2.23. **"Intellectual Property Rights"** means all intellectual property rights of whatever nature, including: (i) all patents and other patent rights, including divisional and continuation patents, utility models; (ii) rights in and to inventions, whether patentable or not; (iii) rights in trademarks, service marks, logos, slogans, corporate, business and trade names, trade dress, brand names and other *indicia* of origin; (iv) rights in designs, topography rights, rights in circuit layouts and mask-works; (v) copyright, including all copyright in and to computer programs, moral economic rights of authors and inventors; (vi) rights in internet domain names, reservations for internet domain names, uniform resource locators and corresponding internet sites; (vii) rights in databases and data collections; (viii) know-how, show-how, trade secrets and confidential information, in each case whether or not registered and including applications for the registration, extension, renewal and re-issuance, continuations, continuations in part or divisionals of, any of these and the right to apply for any of the foregoing, all claims for past infringements, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

- 1.2.24. **"Parties"** means the Company and the Service Provider and **"Party"** shall mean either of them as the context requires;
- 1.2.25. **"Penalties"** means the penalty applicable against the Service Provider in case of default in its Performance Standard, as set out in **Annexure E** (*Service Levels and Penalties*);
- 1.2.26. **"Performance Standards"** means a quantitative or qualitative level of service specified in this Agreement to which the Service Provider's performance under this Agreement must conform, as set out in **Annexure E** (*Service Levels and Penalties*);
- 1.2.27. **"PFMA"** means the Public Finance Management Act No.1 of 1999;
- 1.2.28. **"Services"** means the services to be rendered by the Service Provider, as described in a Service Specification Form;
- 1.2.29. **"Service Provider"** means "*Service Provider*" as set out in **Annexure A** (*Contract Data*);
- 1.2.30. **"Service Specification Form"** means a services specification form in the form of **Annexure B** (*Form of Services Specification*) hereto describing in detail the Services to be performed by the Service Provider to the Company;
- 1.2.31. **"Signature Date"** means the date of signature of this Agreement by the Party signing it last in time;
- 1.2.32. **"Special Terms and Conditions Form"** means a special terms and conditions form (in the form of **Annexure D** (*Form of Special Terms and Conditions Form*)), attached as an annexure to this Agreement, that materially changes and/or amends any specific terms and conditions set out in this Agreement as at the Signature Date;
- 1.2.33. **"Specifications"** means specifications of the Services as set out in **Annexure B** (*Form of Services Specification*);
- 1.2.34. **"Target"** means the threshold or level set for attainment by the Service Provider in relation to the Performance Standard, as set out in **Annexure E** (*Service Levels and Penalties*);
- 1.2.35. **"Term"** shall have the meaning ascribed thereto in the postamble to clause 4 (*Commencement and Duration*);

- 1.2.36. **"VAT"** means value-added tax as may be levied in terms of the VAT Act; and
- 1.2.37. **"VAT Act"** means the Value-Added Tax Act, No. 89 of 1991; and
- 1.3. any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time and includes any subordinate legislation made from time to time under such enactment. Any reference to a particular section in an enactment is to that section as at the Signature Date, and as amended or re-enacted from time to time and/or an equivalent measure in an enactment, provided that if as a result of such amendment or re-enactment, the specific requirements of a section referred to in this Agreement are changed, the relevant provision of this Agreement shall be read also as if it had been amended as necessary, without the necessity for an actual amendment;
- 1.4. if any provision in a definition is a substantive provision conferring rights or imposing obligations on either Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.5. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;
- 1.6. references to an **"agreement"** or **"document"** shall be construed as a reference to such agreement or document as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to amendments;
- 1.7. expressions defined in this Agreement shall bear the same meanings in the Annexure to this Agreement which do not themselves contain their own conflicting definitions;
- 1.8. the use of any expression in this Agreement covering a process available under South African law such as a winding up (without limitation *eiusdem generis*) shall, if any of the Parties is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such defined jurisdiction;
- 1.9. if any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 1.10. the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination

or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

- 1.11. the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply;
- 1.12. any reference in this Agreement to a Party shall include a reference to that Party's assigns expressly permitted under this Agreement and, if such party is liquidated, sequestrated or placed under Business Rescue in terms of Chapter 6 of the Act, be applicable also to and binding upon that party's liquidator, trustee or Business Rescue practitioner, as the case may be;
- 1.13. references to "**clause**" and "**Annexure**" are references to the clauses of and the annexure to this Agreement;
- 1.14. the words "**include**", "**including**" and "**in particular**" shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s;
- 1.15. the words "**other**" and "**otherwise**" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible.

## 2. **CONDITION PRECEDENT**

To the extent necessary, the operation of this entire Agreement is subject to the condition precedent that all and any approvals required in terms of the PFMA are obtained by no later than 3 (three) months after the Signature Date (or such earlier or later date as the Company may notify the Service Provider in writing).

## 3. **APPOINTMENT**

The Company hereby appoints the Service Provider on a non-exclusive basis to provide the Services to the Company, and the Service Provider hereby accepts such appointment on the terms and conditions set out herein.

## 4. **NO EXCLUSIVITY**

The Service Provider specifically acknowledges and agrees that this Agreement does not establish an exclusive arrangement. Moreover, the Company is under no obligation to offer the Service Provider a minimum number of orders or particular kinds or volumes of the Services and that the Company is entitled to engage any other third party to provide all or any of the Services.

## 5. **COMMENCEMENT AND DURATION**



This Agreement shall, subject to the fulfilment of the condition precedent contemplated in clause 2 (*Condition Precedent*), be deemed to have commenced on the Effective Date and shall endure until it expires on the Completion Date, unless it is -

5.1. extended by agreement between the Parties in writing no later than **30 (Thirty)** Business Days prior to the Completion Date; or

5.2. terminated earlier by –

5.2.1. reason of the occurrence of Force Majeure Event;

5.2.2. the cancellation of this Agreement by either Party in accordance with the provisions of clause 29 (*Breach*); or

5.2.3. either Party in accordance with the provisions of clause 28 (*Termination*),

(the "**Term**").

## 6. **RELATIONSHIP OF THE PARTIES**

6.1. The Service Provider, in providing the Services hereunder, is acting as an independent contractor. Neither Party is an agent of the other or has any authority to represent the other as to any matters, except as expressly authorised in this Agreement.

6.2. Nothing contained in this Agreement shall be construed as creating a company, close corporation, joint venture, partnership or association of any kind, the any of the Parties; nor is anything contained in this Agreement to be construed as creating or requiring any continuing relationship or commitment on a Party's or its Affiliates' behalf with regard to the other Party and its Affiliates other than as specifically set out herein.

6.3. Unless expressly authorised by this Agreement, neither of the Parties (nor their respective agents) shall have the authority or right, nor shall any Party hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of the other Party.

## 7. **EXCLUSION OF THE SERVICE PROVIDER'S TERMS AND CONDITIONS**

Notwithstanding anything to the contrary contained in this Agreement or any other documentation (including without limitation, the Service Provider's quotations), the Service Provider's terms and conditions are hereby expressly excluded from application in respect of the subject matter herein.

## 8. SPECIAL TERMS AND CONDITIONS

- 8.1. The general terms and conditions of this Agreement may be varied in writing at any time and from time to time by agreement between the Parties.
- 8.2. In the event that the Parties so wish to vary all or any of the general terms and conditions of this Agreement as aforesaid, they shall do so by preparing (or causing to be prepared) a Special Terms and Conditions Form (initialled by each of them and attached as an annexure to this Agreement), setting out therein at least the following: (a) additional definition, (b) the terms and conditions of this Agreement sought to be varied; (c) the proposed change and/or amendment; and (d) the effect of such proposed change and/or amendment.
- 8.3. In the event that there is a conflict between the general terms and conditions of this Agreement and those terms and condition provided for in a Special Terms and Conditions Form, the terms and conditions provided for in the Special Terms and Conditions Form shall prevail and take precedence over those contemplated in this Agreement, provided however that the Special Terms and Conditions Form references and specifically overrides the general terms and conditions this Agreement. For purposes of the foregoing, a clause in the Special Terms and Conditions Form shall be deemed to reference and override a clause in this Agreement if it provides that it applies "notwithstanding" such clause.

## 9. SERVICES

### 9.1. Procurement of Services

- 9.1.1. During the Term, when the Company requires that the Service Provider perform the Services, the Company shall: (a) together with the Service Provider, complete **Annexure A (Contract Data)** hereto; (b) prepare a Service Specification Form describing in detail therein, *inter alia*, the nature, scope and cost of the work to be performed under such Service Specification Form; and (c) prepare and complete a service level and penalties form (in the form of **Annexure E (Form of Service Levels and Penalties)** hereto. All of the foregoing documentation shall only be binding as between the Parties if they are signed by both the Service Provider and the Company.
- 9.1.2. A Service Specification Form shall contain such further terms and conditions (in addition to the terms and condition contemplated herein) as the Company may consider reasonably necessary and specific to the Services contemplated therein.
- 9.1.3. Throughout the Term, the Service Provider shall perform the services, functions and responsibilities described in the Service Specification Form (as well as any

services, functions, and responsibilities not described in the Service Specification Form but which reasonably necessary in order for the Services in question to meet the requirements set forth in the Service Specification Form), in accordance with the terms and conditions of this Agreement.

- 9.1.4. Without limiting the generality of the foregoing, the Service Provider specifically acknowledges and agrees that the Company may withdraw any services from the scope of the Services described in the Service Specification Form on 20 (twenty) Business Days' written notice to the Service Provider without incurring any liability to the Service Provider, other than the payment of the Service Provider's Charges for the Services actually and properly rendered prior to the effective date of the aforesaid withdrawal. In such event, there shall be an equitable adjustment to the Service Provider's Charges, and in the event that amounts already paid by the Company to the Service Provider exceed such adjusted Charges, the Service Provider hereby agrees and undertakes to promptly refund such excess amounts to the Company.

## **10. THE SERVICES AND THE CHARGES**

- 10.1. As consideration for the due, proper and punctual provision of the Services, the Company shall pay the Service Provider the Charges in accordance with the provisions of clause 11 (*Payment of Charges*) below.
- 10.2. The Charges shall include VAT. The Service Provider shall fully comply with all the Company's requirements for invoicing as notified to the Service Provider in writing from time to time.
- 10.3. The Charges are the total amount payable by the Company to the Service Provider in respect of the Services and includes all and any further direct and indirect costs (whether foreseeable or not) that the Service Provider may incur in the provision of the Services, including, but not limited to, transportation, delivery, storage, insurance, all taxes, duties, clearance charges and the like.

## **11. INVOICING AND PAYMENT OF THE CHARGES**

- 11.1. On the last day of each month, the Service Provider shall deliver original invoices to the Company in respect of the Services. The invoice must contain the following minimum information and/or be substantiated by the following documentation:

- 11.1.1. amount due in respect of VAT;

- 11.1.2. the Service Provider's VAT registration number;
- 11.1.3. such additional information and/or documentation as the Company may reasonably require from time to time;
- 11.2. Payment will take place within 30 (Thirty) Business Days after receipt by the Company of a duly prepared original invoice.
- 11.3. All payments shall be made by electronic transfer into the Service Provider's bank account, initially being the account set out in **Annexure A** (*Contract Data*) hereto.
- 11.4. The Company may set off any amounts due and payable from the Service Provider pursuant to the terms of this Agreement against any amounts payable by the Company to the Service Provider on any invoice. If the amounts payable by the Service Provider to the Company exceed the amounts payable by the Company to the Service Provider pursuant to an outstanding invoice under this Agreement, then, at the Company's option, the Service Provider shall either issue a credit note for the net amount which the Company may set off against any other invoices rendered by the Service Provider, or promptly pay the amount to the Company.

## 12. **DISPUTED CHARGES**

- 12.1. If an invoice is identified by the Company as incorrect, then the Service Provider shall, at the Company's election: (i) issue a corrected invoice; or (ii) issue a credit note to the Company and forthwith refund to the Company the overpayment (if any); or (iii) make a correction on the invoice for the month following the month in which the incorrect invoice was issued. If (ii) or (iii) applies the Service Provider shall calculate the credit note or invoice correction (as the case may be) on the basis that interest calculated at the Agreement Interest Rate shall accrue in favour of the Company for the number of days from the date of the Company's payment to the date of the refund (in the case of (ii) and the date of the payment of the corrected invoice (in the case of (iii)) (assuming a 365 day year). The Company shall not be liable to pay interest on undercharged amounts, if any.
- 12.2. The Company may withhold payment of charges that the Company disputes in good faith (or, if the disputed charges have already been paid, the Company may withhold an equal amount from a later payment), including disputes in respect of an error in an invoice or an unpaid amount.
- 12.3. If any dispute contemplated in clause 12.2 is resolved or determined in favour of the Service Provider, the Company shall pay any amounts withheld in terms of clause 12.2, with interest calculated at the Agreement Interest Rate for the number of days from the due date of payment

to the date of actual payment (assuming a 365 day year), within 20 (twenty) days of final resolution or determination of the said dispute.

### 13. SERVICE LEVELS AND PENALTIES

The Service Provider shall provide the Services in accordance with the Performance Standards and the Targets set out in **Annexure E** (*Form of Service Levels and Penalties*) hereto. In the event that the provision of the Services falls below the expected Performance Standard and thus does not achieve the Target, the Company shall be entitled to invoke the Penalties as set out in **Annexure E** (*Form of Service Levels and Penalties*) hereto. The Penalties invoked shall be applied by way of discounting the Charges payable to the Service Provider in the month in which the default in the Performance Standard occurred. Alternatively, if the Company has paid the Charges in full, the Company may require that the Service Provider issue a credit note in respect of such discounts.

### 14. INTELLECTUAL PROPERTY

14.1. To the extent that any Intellectual Property is used, created or developed pursuant to the rendering of the Services, the provisions of this clause 14 (*Intellectual Property*) shall apply.

14.2. All right, title, and interest (of whatsoever nature and howsoever arising) worldwide, in any Intellectual Property which prior to the Effective Date was: (a) owned by the Service Provider; and (b) used by the Service Provider to provide the Services, shall remain owned by, and vested exclusively in, the Service Provider (the "**Service Provider IP**").

14.3. The Service Provider hereby grants to the Company a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive, transferable and sub-licensable licence to use, reproduce, copy, adapt, maintain, support, modify, customise, enhance, develop, improve and create derivative works of the Service Provider IP, for use by the Company as may be necessary in maintaining continuity of the Services.

14.4. Notwithstanding the provisions of clause 14.2, all right, title and interest (of whatsoever nature and howsoever arising) worldwide, in any Intellectual Property which:

14.4.1. is owned by the Company as at the Effective Date;

14.4.2. is a Custom Intellectual Property; and

14.4.3. arises out of any developments, modifications, enhancements or derivative works of the Service Provider IP that are created jointly by the Service Provider and the Company,

- 14.4.3.1. shall be owned by, and vest exclusively in, the Company (the "the Company IP").
- 14.5. The Company hereby grants the Service Provider, for no consideration, a worldwide non-exclusive licence to use the Company IP for the sole and exclusive purpose of providing the Services to the Company in terms of this Agreement for the duration of this Agreement, which licence the Service Provider shall not be entitled to transfer or sub-licence.
- 14.6. Except as otherwise requested or approved by the Company in writing, as of the effective date of any expiration or termination of the Agreement for whatsoever reason, or upon the Company's earlier written notification to the Service Provider, the licence contemplated in clause 14.5 shall forthwith terminate and the Service Provider shall cease all use of the Company IP which was previously authorised in terms of the licence contemplated in clause 14.5 (if and to the extent that the Service Provider was so using the Company IP).
- 14.7. If, and to the extent that, a Party (the "**Holding Party**"), by operation of law, holds or acquires any right, title, or interest anywhere in the world, in any Intellectual Property Rights to which the other Party (the "**Entitled Party**") is, in terms of clause 14.2 or 14.4, entitled, the Holding Party hereby irrevocably and in perpetuity transfers, makes over and assigns to that Entitled Party all such right, title and interest in such Intellectual Property Rights, which transfer, making over and assignment the Entitled Party hereby accepts.
- 14.8. The Service Provider shall not use any of the Company Intellectual Property 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.
- 14.9. If the Service Provider requires the use of such Company Intellectual Property, a request must be sent to the Brand Custodians Office, via email to [brandcustodian@airports.co.za](mailto:brandcustodian@airports.co.za). Each single request by the same Service Provider shall be treated as a new request.
- 14.10. Should the Company provide its consent in terms of clause 14.9 above, the Service Provider shall comply with the Company's policies and standards with regard to the use of the Company Intellectual Property. Such policies and standards shall be communicated to the Service Provider at the time of the grant of the consent by the Company.
- 14.11. Failure to adhere to the provisions of this clause 13 or the policies, brand requirements and protocols shall result in a breach of the Agreement.
- 14.12. Notwithstanding anything contained in this Agreement and except as otherwise requested or approved by the Service Provider in writing, as of the Termination Date or early termination of this Agreement for whatsoever reason, the consent (if granted) contemplated in this clause 13

shall forthwith terminate and the Company shall cease all use of the Service Provider's IP which was authorised in terms of such consent.

**15. WARRANTIES AND REPRESENTATIONS**

15.1. The Service Provider hereby warrants and represents to the Company that, as at the Effective Date:

15.1.1. it shall carry out the Services and all its duties and obligations arising in terms of this Agreement in accordance with the Best Industry Practice. Without derogating from the generality of the foregoing, the Service Provider shall assign performance of the Services to personnel having the skills, experience and expertise, capacity and knowledge required to perform the Services;

15.1.2. it shall not engage in any activities that would detract from the proper performance of its obligations and duties under this Agreement;

15.1.3. it shall use its reasonable endeavours to avoid any material conflict between its interests and those of the Company and, where such conflict is unavoidable, will disclose the details of such conflict to the Company;

15.1.4. it has adequate facilities to comply with its obligations hereunder;

15.1.5. it has the necessary power and legal capacity to enter into and perform its obligations under this Agreement and all matters contemplated herein;

15.1.6. it has taken all necessary corporate and/or internal action to authorise the execution and performance of this Agreement;

15.1.7. it has the capacity and power to provide the representations, warranties and undertakings contained in this Agreement;

15.1.8. the provisions of this Agreement are and shall remain legally binding on the Service Provider and the obligations imposed on it pursuant to this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their terms;

15.1.9. the execution of this Agreement and performance of its obligations hereunder does not and shall not:

15.1.9.1. contravene any Applicable Law; or

15.1.9.2. contravene any provision of its constitutional documents; or

15.1.9.3. conflict with, or result in a breach of any of the terms of, or constitute a default under any agreement or other instrument to which it is a party, or any licence or other authorisation to which it is subject, or by which it or any of its property or revenues are bound,

so as to prevent it from performing its obligations under this Agreement;

15.1.10. it shall provide the Services under this Agreement:

15.1.10.1. in a cost-effective manner;

15.1.10.2. in a manner which ensures that the Company receives “*value for money*”; and

15.1.10.3. in a manner such that the provision of the Services assists the Company to prevent unauthorised, irregular and fruitless and wasteful expenditure for the Company and assists the Company to prevent the procuring of the Services by the Company being a breach of the PFMA;

15.1.11. all information provided by the Service Provider to the Company in relation to this Agreement or the Services shall be accurate in all respect; and

15.1.12. upon provision the Services to the Company, the Services shall meet the Specifications.

## 16. **SUPPORT AND GOOD FAITH**

16.1. The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.

16.2. The Service Provider shall at all times during the continuance of this Agreement observe the principles of good faith towards the Company in the performance of its obligations in terms of this Agreement. This implies, without limiting the generality of the foregoing, that it shall –

16.2.1. at all times during the term of this Agreement act reasonably, honestly and in good faith; and

16.2.2. perform its obligations arising from this Agreement diligently and with care.



17. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT**

- 17.1. The Service Provider represents and warrants that as at the Effective Date and throughout the duration of this Agreement, it shall be and it shall maintain, a BBBEE compliance level (the "**BBBEE Rating**") of at least the Level Contributor as set out in **Annexure A** (*Contract Data*).
- 17.2. The Service Provider shall, upon receipt of a reasonable written request from the Company, provide the Company with a BBBEE verification certificate issued by a rating agency accredited by the South African National Accreditation Service, reflecting the Service Provider's current black ownership level together with the Service Provider's current BBBEE Rating.
- 17.3. The Service Provider warrants that it has read, made itself fully acquainted with, fully understands the implications of, and, where appropriate, follows and will continue to follow the BBBEE Act and DTI Code.
- 17.4. The Service Provider shall, for the duration of the Agreement:
- 17.4.1. maintain or improve its BBBEE Rating;
  - 17.4.2. notify the Company in writing within 14 (fourteen) days of any occurrence which significantly affects, will significantly affect, or would be reasonably likely to significantly affect, its BBBEE Rating; and
  - 17.4.3. notify the Company in writing within 30 (thirty) days of the occurrence as to what steps have been and/or will be taken to restore its BBBEE Rating.

18. **TAX COMPLIANCE**

- 18.1. The Service Provider represents and warrants that as of the Signature Date, the Service Provider will remain compliant with all Applicable Laws relating to taxation in South Africa.
- 18.2. The Service Provider shall deliver to the Company on the Signature Date and each anniversary thereof during the term of the Agreement a valid tax clearance certificate issued to the Service Provider for the then-current year. If the Service Provider fails to provide such a certificate, the Company may terminate the Agreement on 30 (thirty) days' notice.

19. **MATERIALITY OF WARRANTIES AND REPRESENTATIONS**

19.1. Each of the warranties and representations given by the Service Provider in terms of clause 15 (*Warranties and Representations*) and this clause 19 (*Materiality of Warranties and Representations*) (or elsewhere in this Agreement) shall:

19.1.1. be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other word/s in this Agreement;

19.1.2. continue and remain in force notwithstanding the completion of the transactions contemplated in the Agreement; and

19.1.3. be deemed to be material and to be a material representation inducing the Company to enter into this Agreement.

19.2. It is recorded and agreed that the Company has entered into this Agreement on the strength of the warranties and undertakings it has received from the Service Provider and on the basis that such warranties and undertaking will, unless otherwise specifically stated, be correct on the Effective Date.

19.3. A breach by the Service Provider of any warranty, representation or other provision of clause 15 (*Warranties and Representations*) and this clause 19 (*Materiality of Warranties and Representations*) or of any express or implied warranty or representation contained elsewhere in this Agreement, shall be a material breach of this Agreement which shall confer on the Company the right, in its sole discretion, to utilise any remedy it may have in law or created in this Agreement for the enforcement of the Company's rights, including termination in terms of clause 28 (*Termination*).

20. **INDEMNITY**

20.1. Without prejudice to any of the rights of the Company arising from this Agreement, the Service Provider hereby indemnifies and holds the Company and its directors, servants, employees, agents, advisors, representatives, contractors and any other person for whom the Company may be liable in law (each an "**Indemnified Party**") harmless against any and all loss, liability, damage, injury, costs (including attorney-own-client costs), claim, fine, penalty, interest or expense of whatsoever nature or howsoever arising which may be incurred or sustained by, threatened against, or imposed on any Indemnified Party by reason of or pursuant to: (a) the breach by the Service Provider (or any of its employees agents, contractors and/or consultants) of any of the provisions of this Agreement; (b) the breach by the Service Provider (or any of its employees, agents, contractors and/or consultants) of any law or legislation which relates to the Service Provider's obligations in terms of this Agreement; and (c) any

claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by any Indemnified Party or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises as a consequence of a breach or negligent performance or failure or delay in performance by the Service Provider of any of its obligations in terms of the Agreement.

- 20.2. The Indemnified Party shall be deemed to have suffered a loss equivalent to the amount of any loss, liability, damage, injury, cost, claim, fine, penalty, interest or expense against which it is indemnified in terms of clause 20.1 (an "**Indemnified Claim**").
- 20.3. The Indemnified Party shall notify the Service Provider in writing of an Indemnified Claim, and the surrounding facts in respect thereof, as soon as is reasonably possible after the Indemnified Party has become aware of such Indemnified Claim, to enable the Service Provider to take steps to contest it.
- 20.4. The Service Provider shall be entitled within **5 (five)** Business Days of the receipt of written notice under clause 20.3 to elect in writing to contest (which shall include an appeal) an Indemnified Claim in the name of the Indemnified Party and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the Indemnified Party against all and any costs (including attorney and own-client-costs) which may be incurred by or awarded against the Indemnified Party as a consequence of the Service Provider's defence of the Indemnified Claim. The Indemnified Party shall be entitled to require the Service Provider to give reasonable security for the payment of such costs prior to the Service Provider taking any steps to contest the Indemnified Claim. If the Indemnified Party and the Service Provider are unable to agree upon the nature or amount of such security, the amount shall be determined by –
- 20.4.1. any third party agreed upon by the Indemnified Party and the Service Provider within **10 (ten)** Business Days of them failing to agree on the amount of the security; and
- 20.4.2. failing agreement of the identity of the third party referred to in clause 20.4.1, by the Registrar of the South Gauteng High Court, Johannesburg of South Africa in accordance with the uniform rules of the High Court of South Africa as soon as reasonably possible after the period in clause 20.4.1 expires.
- 20.5. The Service Provider shall pay to the Indemnified Party the amount of an Indemnified Claim forthwith after receipt of the notification referred to in clause 20.3 unless the Service Provider contests the Indemnified Claim in terms of clause 20.4, in which case the Service Provider shall pay to the Indemnified Party the amount of the Indemnified Claim forthwith after any final

judgement or order is granted against the Indemnified Party, provided that in those circumstances where -

20.5.1. an Indemnified Claim is contested and despite such contest the Indemnified Claim is payable in law, the Service Provider shall pay to the Indemnified Party the amount of the Indemnified Claim as soon as it is payable; and

20.5.2. the Service Provider does not proceed with the contest of the Indemnified Claim in a diligent manner, the Indemnified Party shall be entitled to require the Service Provider to pay the amount of the Indemnified Claim in question in trust to the Company's attorneys, pending the outcome of the contest or the Indemnified Party shall be entitled to require the Service Provider to give proper and adequate security therefore, and in that event the provisions of clause 20.4 shall apply *mutatis mutandis*.

20.6. Save as expressly provided in this clause 20 (*Indemnity*), the Indemnified Party will not be obliged to procure that the Service Provider contests an Indemnified Claim.

20.7. This clause 20 (*Indemnity*) constitutes a *stipulatio alteri* in favour of each Indemnified Party, which shall be capable of acceptance by any one or more of them at any time.

## 21. AUDITS

### 21.1. Audit Rights

21.1.1. The Service Provider will maintain a complete audit trail of all financial and non-financial transactions resulting from this Agreement as reasonably necessary to give effect to the provisions of this clause 21 (*Audits*). The Service Provider will allow the Company, its auditors (including internal audit staff and external auditors), inspectors and regulators (collectively, the "**Auditors**") access at all reasonable times to any facility or part of a facility at which either the Service Provider or any of the Service Provider's subcontractors is providing the Services. The Service Provider will also allow Auditors access at all reasonable times to the Service Provider's personnel and to data and records relating to the Services for the purpose of performing audits and inspections of either the Service Provider or any of the Service Provider's subcontractors to:

21.1.1.1. verify the accuracy of the Service Provider's charges and invoices;

21.1.1.2. verify the accuracy of payments by or credits from the Service Provider;

21.1.1.3. verify the accuracy of price changes to the extent that under the

Agreement such changes are determined by reference to the Service Provider's costs and/or margin, or changes to the Service Provider's costs and/or margin;

21.1.1.4. examine the Service Provider's performance of its obligations under this Agreement, including, verifying compliance with the Performance Standards;

21.1.1.5. verify compliance generally with the terms of the Agreement;

21.1.1.6. satisfy the requirements of any Applicable Law; and

**21.1.1.7.** any other audit reasonably required by the Company.

21.1.2. The Service Provider will provide Auditors with such assistance and cooperation as they may reasonably require, including installing and operating audit software. The Company will require that the Auditors conduct audits in such a fashion so as not to unreasonably interfere with the Service Provider's normal course of business, and to agree to confidentiality provisions at least as rigorous and protective as those set out in clause 0 (*Confidentiality*).

21.1.3. Other than in the case of security audits, or audits triggered by a good faith suspicion of fraud, the Company will provide the Service Provider reasonable notice before conducting audits. Audits will take place during normal business hours, with the exception of security or any other urgent audits, which may take place outside of business hours in the sole discretion of the Company. The Parties will cooperate so as to minimise the impact any audit may have on the Service Provider's provision of the Services.

21.1.4. All costs of the Auditors incurred in performing audits under clause 21 (*Audits*) will be borne by the Company.

21.1.5. If an audit uncovers overcharges, the Service Provider will promptly refund the overcharge plus interest thereon at the Agreement Interest Rate, from the date of payment of the overcharge until the date the overcharge is refunded by the Service Provider.

## **21.2. Audit Follow-up**

21.2.1. Following an audit or examination, the Company may at its election conduct, or have its Auditors conduct, an exit conference with the Service Provider to obtain factual concurrence with issues identified in the audit or examination.

21.2.2. Within 10 (ten) Business Days following the provision to the Service Provider of the findings of an audit, whether by exit conference or the delivery of the audit report by the Auditors or an audit report by the Service Provider's auditors, the Service Provider will provide the Company with a plan ("**Audit Response Plan**") to address shortcomings or deficiencies raised in such audit findings attributable to the Service Provider. The Audit Response Plan shall identify the steps that the Service Provider will take to remedy such shortcomings and deficiencies and include a completion date for the plan. With the Company's approval, the Service Provider will implement such Audit Response Plan at the Service Provider's cost and expense. The Service Provider will report monthly to the Company on the status of the implementation of any Audit Response Plan. Failure to complete the Audit Response Plan on or before the completion date included in such Plan shall be a material breach of the Agreement.

### 21.3. **Records Retention**

The Service Provider will maintain and provide the Company access upon request to the records, documents and other information required to meet the Company's audit rights under this Agreement until the later of (i) 3 (three) years after expiration or termination of this Agreement, (ii) all pending matters relating to this Agreement (e.g., disputes) are closed, or (iii) such other period as is required by Applicable Law.

## 22. **SUBCONTRACTING**

The Service Provider shall not subcontract (nor permit anyone to perform) any part of the provision of the Services without the Company's prior written consent. If the Company consents to any subcontracting as aforesaid, then the Service Provider shall be deemed to have guaranteed the due, punctual and proper performance of the subcontractor or third party in question and the Service Provider shall procure that the subcontractor concerned is bound by the provisions of clause 14.4 which shall apply to such subcontractor *mutatis mutandis*.

## 23. **FORCE MAJEURE**

23.1. Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent: (i) the default or delay is caused, directly or indirectly, by fire, flood, elements of nature, earthquake, rebellion, civil disorder, revolution, or any other cause beyond the reasonable control of that Party; and (ii) the non-performing Party is without fault and the default or delay could not have been prevented by reasonable precautions (a "**Force Majeure Event**"). Subject to clause 23.2, in such event, the non-performing Party is excused from further performance for as long as such circumstances prevail and the Party

continues to use its Commercially Reasonable Efforts to recommence performance. Any Party so delayed shall notify the Party to whom performance is due and describe the circumstances causing the delay.

23.2. If a Force Majeure Event substantially prevents or delays provision of the Services to an extent that the Company reasonably believes to be critical at reasonable levels of service for more than 5 (five) consecutive days (or such longer period as the Company may agree in its sole discretion), then at the Company's option, the Company may:

23.2.1. at its expense procure the Services from an alternative source, in which case the Company shall be relieved of its obligation to pay the Service Provider for such Services for so long as the Service Provider's performance is impaired;

23.2.2. terminate the portion of the Agreement affected as of a date specified by the Company and the charges shall be equitably reduced to reflect the termination of the terminated Services; or

23.2.3. if a substantial portion of the Services are affected, terminate the Agreement as of a date specified by the Company in a written notice to the Service Provider.

23.3. A termination of the Agreement under clause 23.2 shall not be treated as a termination for convenience. Accordingly, the Company shall not be liable for the payment of any termination fees or have any other liability to the Service Provider for terminating the Agreement.

23.4. A performance failure of a contractor or subcontractor of the Service Provider shall not be a Force Majeure Event for the Service Provider unless such contractor's or subcontractor's performance failure was caused by a Force Majeure Event.

## 24. **INSURANCE**

24.1. The Service Provider shall, during the term of the Agreement and at its own expense, effect and keep current policies of insurance in accordance with the specifications set out by the Company in writing from time to time (or, in the absence of such specifications, in accordance with good industry practice) in the Service Provider's own name for such value and with such insurer as notified to the Company with the intent that the Service Provider is adequately insured and will be fully indemnified for any cost, claims or damages which may arise.

24.2. The Service Provider shall at any time if required by the Company provide proof as to the sufficiency and validity of any insurance obtained by it.

- 24.3. In addition to the above, the Service Provider shall effect the insurances contemplated in this Agreement. Such insurances shall be effected with insurers and its terms approved by the Company.
- 24.4. Any payments received from insurers shall be used for the compensation of the loss or damage. The Service Provider shall, when called upon, submit to the Company:
- 24.4.1. evidence that the insurance described in this clause have been effected; and
- 24.4.2. copies of the policies for the insurances described in this clause.
- 24.5. The Service Provider shall not make any material alteration to the terms of any insurance policy without the prior approval of the Company.
- 24.6. If the Service Provider fails to effect and keep in force any of the insurances it is required to effect and maintain under the Agreement, or fails to provide satisfactory evidence and copies of policies in accordance with this sub-clause, the Company may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage, pay the premiums due and set-off such payment against amounts payable to the Service Provider.
- 24.7. Nothing in this clause limits the obligations, liabilities or responsibilities of the Service Provider under the Agreement or otherwise. Any amount not insured or not recovered from the insurers or any deductible payable shall be borne by the Service Provider in accordance with these obligations, liabilities or responsibilities.

25. **SAFETY PROCEDURES**

- 25.1. The Service Provider shall:
- 25.1.1. comply with all the Company's safety, health and security policies and any applicable safety laws and regulations, including, but not limited to, the Occupational Health and Safety Act No. 85 of 1993; and
- 25.1.2. use reasonable efforts to ensure that the provision of the Services at the Company's premises does not cause any unnecessary obstruction so as to avoid danger to these persons.
- 25.2. The Service Provider shall consider itself "the Company" for the purposes of the legislation referred to in clause 25.1.1 and shall not consider itself under the supervision or management of the Company with regard to compliance with this legislation.



- 25.3. The Service Provider shall ensure that all statutory appointments are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties.

## 26. DISPUTE RESOLUTION

### 26.1. General Dispute Resolution

26.1.1. Any dispute of whatsoever nature which arises out of or in connection with this Agreement, including any dispute as to the validity, existence, enforceability, interpretation, application, implementation, breach, termination or cancellation of this Agreement or as to the Parties' rights and/or obligations in terms of this Agreement or in connection with any documents furnished by the Parties in terms of this Agreement, shall be submitted to binding arbitration before a single arbitrator in terms of this clause 26 (*Dispute Resolution*) and, except as otherwise provided herein, the rules for the time being as stipulated by the Arbitration Foundation of Southern Africa.

26.1.2. The arbitrator shall, if the dispute is:

26.1.2.1. primarily an accounting matter, be an independent practising accountant of not less than 10 (ten) years' standing as such; or

26.1.2.2. primarily a legal matter, be an attorney of not less than 10 (ten) years' standing as such or a practising senior counsel.

26.1.3. Such arbitrator shall be agreed upon in writing by the Parties; provided that if the Parties do not, within 3 (three) Business Days after the date on which the arbitration is demanded, agree in writing as to the nature of the dispute and the identity of the arbitrator, the arbitrator shall, irrespective of the nature of the dispute, be appointed by the Chairperson of the Arbitration Foundation of

Southern Africa or its successor-in-title upon request by either Party to make such appointment after expiry of such 3 (three) Business Days.

- 26.1.4. The arbitration shall be held as quickly as possible after it is demanded with a view to it being completed within 60 (sixty) Business Days after it has been so demanded.
- 26.1.5. Promptly after the arbitrator has been appointed, either Party shall be entitled to call upon the arbitrator to fix a date when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings shall be held. The arbitration proceedings shall be held in Sandton, Republic of South Africa.
- 26.1.6. The arbitrator shall allocate the costs of the arbitration in the manner that the arbitrator deems appropriate.
- 26.1.7. Any order or award that may be made by the arbitrator:
  - 26.1.7.1. absent manifest error or bad faith, shall be final and binding subject to either Party's right of appeal in terms of clause 26.1.8 below;
  - 26.1.7.2. shall be carried into effect; and
  - 26.1.7.3. may be made an order of any competent court (including the High Court of South Africa).
- 26.1.8. There shall be a right of appeal against any award of the arbitrator provided that –
  - 26.1.8.1. the appeal is noted within 10 (ten) days of the arbitrator's award;
  - 26.1.8.2. the appellant delivers the record to the respondent within five (5) days of the record becoming available to the appellant. The relevant provisions of this arbitration clause shall apply *mutatis mutandis* in regard to the appeal;
  - 26.1.8.3. the appeal shall be heard before a panel of 3 (three) arbitrators and shall be appointed in terms of the provisions of clause 26.1.3 above;
  - 26.1.8.4. the appellant shall provide security for the costs of the appeal within 10 (ten) days of a Pro-Forma Bill of Costs being determined by the Taxing Master of the South Gauteng High Court.

- 26.1.9. This clause 26 (*Dispute Resolution*) is severable from the rest of the Agreement and constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, which consent to arbitration shall survive the Agreement regardless of whether the Agreement is terminated for any reason whatsoever.
- 26.1.10. The arbitrator (or arbitrators in the case of an appeal) shall have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration (or appeal).
- 26.1.11. To the extent that under the terms of this clause 26 (*Dispute Resolution*), a Party is entitled to resort to the High Court of South Africa, each of the Parties hereby irrevocably submits to the jurisdiction of the South Gauteng High Court (the Republic of South Africa) for the institution and hearing of any legal proceedings permitted under this clause 26 (*Dispute Resolution*).
- 26.1.12. Notwithstanding the above or any prior submission of the dispute to arbitration by the Service Provider, the Company, in its sole election, shall be entitled to bring any dispute before the South Gauteng High Court, (the Republic of South Africa) and the Service Provider hereby submits to the jurisdiction of the High Court.

26.2. Urgent Relief

Nothing in this clause 26 (*Dispute Resolution*) shall preclude either Party from obtaining urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.

26.3. Continued Performance

Subject to the Company's right to withhold payment of amounts it disputes in good faith under clause 12 (*Dispute Charges*), and to terminate the Agreement, each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved.

27. **ANTI-CORRUPTION**

Each party to this agreement shall be bound by the Anti-Corruption Undertakings attached as Annexure F hereto, in so far as such undertakings are applicable to the terms of this Agreement.

## 28. TERMINATION

### 28.1. Termination for Cause by the Company

28.1.1. The Company may, by giving notice to the Service Provider, terminate this Agreement, in whole or in part, as of a date set out in the notice of termination in the event that the Service Provider:

28.1.1.1. commits a material breach of this Agreement, which breach is not remedied within 30 (thirty) days after notice of breach from the Company to the Service Provider;

28.1.1.2. commits a material breach of this Agreement that is not capable of being remedied within 30 (thirty) days; or

28.1.1.3. commits numerous breaches of this Agreement that collectively constitute a material breach, even if remedied;

28.1.2. The Company may, by giving notice to the Service Provider, terminate this Agreement, in whole or in part, as of a date set out in the notice of termination if any Insolvency Event occurs in relation to the Service Provider.

28.1.3. The Company may terminate this Agreement, by giving notice to the Service Provider, in whole or in part, as of a date set out in the notice of termination in the event that it is advised that the Applicable Laws, as they may be changed, enacted or repealed, prevent the Service Provider from performing its obligations under this Agreement.

28.1.4. In the case of a termination of the Agreement in part, the charges payable under this Agreement shall be reduced proportionately to reflect the partial termination of the Agreement.

28.1.5. The Company may terminate this Agreement, by giving notice to the Service Provider, if the Service Provider fails to comply with clause 18 (*Tax Compliance*).

28.1.6. The Company shall have no liability to the Service Provider with respect to a termination under this clause 28.1.

### 28.2. Termination for Cause by the Service Provider

28.2.1. In the event that the Company fails to pay the Service Provider when undisputed amounts for the Services or amounts which have been finally adjudged to be due

for the Services fall due and it fails to make such payment within 90 (ninety) days of the later of notice from the Service Provider of the failure to make such payment or the date that an amount is finally adjudged to be due under the Agreement, then the Service Provider may, by giving notice to the Company terminate this Agreement as of the date set out in the notice of termination.

28.2.2. The Service Provider shall have no other right to terminate this Agreement.

28.3. Termination for Convenience

The Company may terminate this Agreement in whole or in part for convenience and without cause at any time by giving the Service Provider at least 60 (sixty) days' prior notice designating the termination date. The Company shall have no liability to the Service Provider with respect to such termination.

28.4. Termination upon Sale, Acquisition, Merger or Change of Control

In the event of a sale, acquisition, merger, or other change of Control of the Service Provider where such Control is acquired, directly or indirectly, in a single transaction or series of related transactions, or in the event of a sale of all or substantially all of the assets of the Service Provider in a single or series of related transactions, then, at any time within 180 (one hundred and eighty) days after the last to occur of such events, the Company may terminate this Agreement by giving the Service Provider at least 90 (ninety) days' prior notice and by designating a date upon which such termination shall be effective. The Company shall have no liability to the Service Provider with respect to any such termination.

28.5. Extension of Termination Effective Date

The Company shall have one option to elect not later than 90 (ninety) days (or 30 (thirty) days in the case of a termination for cause) prior to expiration or termination of the Agreement, to require that the Service Provider continue to provide some or all of the Services for a fixed term up to 180 (one hundred and eighty) days following the effective date of expiration or termination of the Agreement on the terms and conditions then in effect.

28.6. Disengagement Assistance

Commencing 6 (six) months prior to expiration of this Agreement, or commencing upon any notice of termination (including notice of a termination by the Service Provider), and continuing through the effective date of expiration (as such effective date may be extended in terms of clause 28.5), or, if applicable, through the effective date of termination (as such effective date may be extended in terms of clause 28.5), and for up to 12 (twelve) months after such date,

the Service Provider shall provide to the Company, or at the Company's request to the Service Provider's designate, such termination/expiration assistance as the Company may reasonably request to facilitate the transition of the Services to the Company or its designate and, to the extent applicable, without material interruption or degradation of the Services.

29. **BREACH**

Without derogating from the provisions of clause 27 (*Termination*) above, if any Party breaches any provision or term of this Agreement and fails to remedy such breach within 10 (ten) days of receipt of written notice requiring it to do so then the aggrieved Party shall be entitled, without notice and in addition to any other remedy available to it at law or under this Agreement (including obtaining an interdict but excluding cancellation or termination of this Agreement which remedy shall only be available to the Parties in terms of clause 27 (*Termination*) above) to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim damages.

30. **NOTICES**

30.1. The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the respective addresses as set out in **Annexure A** (*Contract Data*).

30.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by fax or email.

30.3. Any Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address the relevant jurisdiction or its fax number or its email address, provided that the change shall become effective *vis-à-vis* that addressee on the 10<sup>th</sup> (tenth) Business Day from the receipt of the notice by the addressee.

30.4. Any notice to a Party:

30.4.1. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

30.4.2. sent by fax to its chosen fax number stipulated in **Annexure A** (*Contract Data*) shall be deemed to have been received on the date of despatch (unless the

contrary is proved), provided that the sender has received a receipt indicating proper transmission; or

- 30.5. Notwithstanding anything to the contrary herein contained a written notice or communication (including by email) actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

## 31. **CONFIDENTIALITY**

- 31.1. Save as provided in this clause 0 (*Confidentiality*), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.
- 31.2. The obligations of confidentiality in clause 0 shall not apply in respect of the disclosure or use of such information in the following circumstances:
- 31.2.1. in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);
  - 31.2.2. in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);
  - 31.2.3. any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;
  - 31.2.4. any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;
  - 31.2.5. any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;
  - 31.2.6. any disclosure by a Party to its shareholders or members pursuant to any

reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

31.3. In the event that a Party is required to disclose confidential information as contemplated in clause 0, such Party will:

- 31.3.1. advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible;
- 31.3.2. take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
- 31.3.3. afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;
- 31.3.4. comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and
- 31.3.5. notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

31.4. Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

## 32. **GOVERNING LAWS**

This Agreement is governed by, and all disputes, claims, controversies, or disagreements of whatever nature arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, termination or enforceability, shall be resolved in accordance with the laws of South Africa.

## 33. **WHOLE AGREEMENT, NO AMENDMENT**

- 33.1. This Agreement sets out the entire understanding of the Parties with respect to the subject matter hereof, and supersedes and replaces any other agreements and/or discussions, written or oral.
- 33.2. No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement or other document issued or executed pursuant to or in terms of this



Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver, or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver, relaxation or suspension, signed by the Party granting such extension, waiver, relaxation or suspension). Any such extension, waiver, relaxation or suspension which is so given or made shall be construed strictly as relating only to the matter in respect whereof it was made or given.

- 33.3. No oral *pactum de non petendo* shall be of any force or effect.
- 33.4. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.
- 33.5. To the extent permissible under Applicable Law, no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

#### 34. **SEVERABILITY**

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

#### 35. **STIPULATIO ALTERI**

No part of this Agreement shall constitute a *stipulatio alteri* in favour of any person who is not a Party to the Agreement unless the provision in question expressly provides that it does constitute a *stipulatio*

*alteri.*

36. **NO CESSION AND ASSIGNMENT**

36.1. Other than in accordance with clause 36.2, or as otherwise expressly provided in this Agreement which expressly states that cession, delegation or assignment may take place, no Party shall be entitled to cede, assign, transfer or delegate ("**Transfer**") all or any of its rights, obligations and/or interest in, under or in terms of this Agreement to any third party without the prior written consent of the other Party (which consent shall not be unreasonably withheld).

36.2. The Company shall be entitled, in its sole and absolute discretion, to Transfer all (but not some) of its rights, obligations and/or interest in, under or in terms of this Agreement to an Affiliate of the Company and shall notify the Service Provider in writing of such Transfer at least 10 (ten) Business Days prior to such Transfer taking place.

37. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party that signs its counterpart last in time.

38. **PROTECTION OF PERSONAL INFORMATION**

38.1 For the purposes of this clause, the words "data subject", "personal information", "process", "responsible party" and "Regulator" have the meanings given to them in the Protection of Personal Information Act, 2013 (POPI).

38.2 Both Parties will comply with their obligations under POPI in relation to personal information for which they are the responsible party.

38.3 The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company's knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider's duties. The Service Provider must comply with the responsible party's obligations in clause 19 of POPI.

38.4 The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.

38.5 The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

39. **COSTS**

39.1 Each of the Parties shall bear its own legal and other costs, charges and expenses in connection with the negotiation and execution of this Agreement.

39.2 The Service Provider shall be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the Company in enforcing its rights in terms hereof, including, without limitation, legal costs on the scale as between attorney and own client and collection commission.

**SIGNED** by the Parties and witnesses on the following dates and at the following places respectively:

FOR **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Signature: \_\_\_\_\_  
who warrants that he / she is duly authorised thereto

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

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

FOR

Signature: \_\_\_\_\_  
who warrants that he / she is duly authorised thereto

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

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

## Annexure A – CONTRACT DATA

SERVICE PROVIDER'S DETAILS	
Service Provider's Name	
Service Provider's Registration Number	
Service Provider's Domicilium Details	Physical Address:
	Telephone Number: Fax Number:
	Attention:
Service Provider's VAT Registration Number	
Service Provider's BBBEE Level	
Tender Reference Number	<b>COR6989/2022</b>
SERVICE PROVIDER'S BANKING DETAILS	
Bank	
Branch	
Branch Code	
Account Holder	
Account No.	
Reference	
MATERIAL DATES	
Effective Date	
Completion Date	
the Company's DETAILS	
the Company's Domicilium Details	Physical Address: <b>1 JONES ROAD WESTERN PRECINCT AVIATION PARK OR TAMBO INTERNATIONAL AIRPORT</b>
	Telefax Number: <b>[011 723 1400]</b>
	Attention:

## Annexure B – FORM OF SERVICES SPECIFICATIONS

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

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

- Visiting of ACSA sites to physically inspect all the investment properties (i.e., based at nine airports, comprising approximately of 330 properties). This estimate is inclusive of 4 subsidiary entities located at the major international airports (OR Tambo, Cape Town and King Shaka International Airport). This inspection should be done annually and must be utilised to assess the condition and location of the properties when determining the fair value.
- **Note:** ACSA also receives ad hoc requests from its stakeholders, for the determination of the market values for properties for the determination of the levy to be levied by the municipalities. The valuer will also be required to perform these municipal valuations in accordance with South African Standard Municipal Valuations for Property Rating “s MVPR”.
- The identification of any other potential Investment Properties that were not classified as such previously.
- Inspection of all lease agreements to substantiate fair valuation process. This process will also assist on the identification of any other investment properties that were not classified as such previously.
- The valuator should separate the investment properties into their major categories i.e. “Business & Commercial Portfolio and the Industrial Portfolio”. (not residential properties).
- Usage of the “Income Approach” to determine Fair values – any other valuation method will have to be approved beforehand by ACSA and substantiated.
- The disclosure in the valuation reports, the assumptions made about all inputs utilised to arrive at the market value and the preparation of a sensitivity analysis of each market value when the inputs in accordance with IFRS 13.
- The Significant judgements, estimates and source of estimation uncertainty will be required to form part of the valuation reports which must include the market yields, escalation rates, vacancy rates and capitalisation rates.
- The valuation report for each site/airport must include details of the assumptions (i.e. the reasons for the fair valuation, the valuation model and consideration of anticipated traffic volume demand and airline sustainability) made by the valuator to arrive at the fair value.
- The valuation report must disclose all assumptions, e.g., the perpetual vacancy rate; comparative analysis and/or income approach, whether the depreciated cost

approach was used. Whether the residual-land-value method or a discounted cashflows are used.

- The valuation must take into account any/all events after reporting period i.e., all events that occur between the end of the reporting period and the date when the financial statements are authorised for issue and events that provide evidence of conditions that existed at the end of the reporting period, an example of such is the impact of Covid-19 on business and leisure travel, related industries and the economy.
- The disclosure of the market yields, escalation rates and key valuation inputs existing at each reporting date must be provided for financial reporting purposes. The valuator can refer to ACSA's Annual Financial Statements Note B.1 to confirm the main inputs required per major property portfolio.
- Since the fair value is an estimate, the valuator will be required to provide a sensitivity analysis of the impact on the value if the unobservable inputs increased/decreased by a certain percentage.
- The curriculum vitae of all individuals that formed part of the valuation team are required, including the professional qualifications of the said individuals.
- It should be noted that ACSA has no intention of selling any Properties in the near future, therefore the fair valuation process is specifically for the purpose of meeting the requirements of IAS 40 and IFRS 13 for reporting purposes.
- Final valuation reports for IFRS reporting (Investment Properties) are expected to be submitted by the 15<sup>th</sup> of April for each year that the fair valuation of investment property is performed for the year end Reporting of 31<sup>st</sup> of March.

	<b>VALUATION PROCESS START DATE</b>	<b>INVESTMENT PROPERTY REPORT DEADLINE</b>
<b>1.</b>	January 2023	15 April 2023
<b>2.</b>	January 2024	15 April 2024
<b>3.</b>	January 2025	15 April 2025

- The final reports will be subject to external audits and reviews by ACSA stakeholders. The valuator will therefore be required to grant permission to share the valuation reports and avail themselves to discuss/respond to any queries that may be raised by the stakeholders i.e., the Auditor General South Africa (AGSA), Shareholders and the Johannesburg Stock Exchange (JSE).

- Each report submitted is to be signed/authorized by the Compiler and a Quality Reviewer
- Bidders should note that their project plans should consider, at minimum, the following in order to meet the deadline of 15 April each year:
  - Collection of data before going to site (this can refer to leases and property documents ACSA can share)
  - Asset Verification (site visit as per ACSA's requirements and not to rely on desk work)
  - Team Members Allocation (How resources will be divided)
  - Time frame between tasks (Valuation flow whilst on ACSA's given deadline)
  - The actual valuation report being done (Zoning, Use of Land, Title deeds and not Lightstone print out)
  - Valuation Report Quality Check before submission to ACSA (checked and signed by registered professional)
  - Submission (Physical Report to ACSA or Online)
- Breakdown of sites:

**Number of properties:**

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

**Number of Leases per site**

<b>ACSA Sites</b>	<b>Estimated Number of Leases</b>
Bram Fischer	23
Cape Town	43
East London	15
George	39
Kimberly	31
King Shaka	29
O.R. Tambo International Airport	30
Port Elizabeth	59
Upington	43
<b>Subsidiaries</b>	
Airports Logistics Property Holding Company - ORTIA	2
Airports Logistics Property Holding Company - CTN	2
Dube Trade port JV - KSIA	5
Precinct 2A - ORTIA	24
<b>Total Properties</b>	<b>345</b>

**Lease information**

**KING SHAKA INTERNATIONAL AIRPORT**

<b>Building / Site Description</b>		
<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Office	158



Number 2	Office	46,6
Number 3	Office	218,3
Number 4	Office	754
Number 5	Office	160,3
Number 6	Office	149
Number 7	Office	77,9
Number 8	Office	33,4
<b>REMOTE SITES HANGAR WORKSHOP</b>		
<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Hangar/ Workshop	2424
Number 2	Hangar/ Workshop	747
Number 3	Hangar/ Workshop	1070
Number 4	Hangar/ Workshop	42,2
Number 5	Hangar/ Workshop	13
Number 6	Hangar/ Workshop	815,7
Number 7	Hangar/ Workshop	65,4
Number 8	Warehouse/ Workshop	17500
Number 9	Office	3400
<b>REMOTE SITE CAR RENTAL AREA</b>		
<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Open Storage	26600
Number 2	Open Storage	23453

Number 3	Open Storage	5571
Number 4	Open Storage	5000
Number 5	Open Storage	22014
Number 6	Open Storage	5977
Number 7	Open Storage	2635
<b>DUBE CITY VACANT LANDS</b>		
<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Open Storage	2000
Number 2	Vacant Land	28105
Number 3	Fuel Service Station	5321
Number 4	Car Rental	1500
Number 5	Parking Area	735

**Total number of leases: 29**

**PORT ELIZABETH INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Office	114
Number 2	Office	19
Number 3	Office	120
Number 4	Office	162

Number 5	Office	22
Number 6	Office	21
Number 7	Office	115
Number 8	Office	249
Number 9	Office	195
Number 10	Office	39
Number 11	Office	32
Number 12	Warehouse	625
Number 13	Land	400
Number 14	Warehouse	871
Number 15	Warehouse	240
Number 16	Warehouse	200
Number 17	Warehouse	396
Number 18	Warehouse	200
Number 19	Workshop	1162
Number 20	Workshop	2468
Number 21	Workshop	20731
Number 22	Workshop	1100
Number 23	Workshop	5409
Number 24	Car Rental	12192
Number 25	Car Rental	12525
Number 26	Service Station	4606
Number 27	Car Rental	3994

Number 28	Car Rental	2832
Number 29	Car Rental	1500
Number 30	Warehouse	1168
Number 31	Warehouse	265
Number 32	Hotel	3000
Number 33	Office	306
Number 34	Workshop	1578
Number 35	Car Rental	564
Number 36	Office	426
Number 37	Office	669
Number 38	Office	59
Number 39	Office	35
Number 40	Land	2365
Number 41	Hangar	1200
Number 42	Hangar	1157
Number 43	Hangar	1765
Number 44	Hangar	13150
Number 45	Hangar	335
Number 46	Hangar	408
Number 47	Hangar	324
Number 48	Hangar	881
Number 49	Hangar	2460
Number 50	Hangar	1838

Number 51	Land	2500
Number 52	Land	18000
Number 53	Land	33800
Number 54	Land	64600
Number 55	Office	137
Number 56	Parking	256
Number 57	Land	47
Number 58	Land	20
Number 59	Land	2

**Total number of leases: 29**

### **GEORGE AIRPORT**

<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Office	63
Number 2	Office	268
Number 3	Office	54
Number 4	Office	30
Number 5	Office	48

Number 6	Office	33
Number 7	Office	45
Number 8	Office	40
Number 9	Office	249
Number 10	Land	4157
Number 11	Land	1800
Number 12	Land	10542
Number 13	Land	1800
Number 14	Land	3600
Number 15	Land	4560
Number 16	Land	1463
Number 17	Land	3600
Number 18	Land	3600
Number 19	Land	3600
Number 20	Land	3600
Number 21	Land	3600
Number 22	Land	9320
Number 23	Land	23
Number 24	Land	6406
Number 25	Land	2813
Number 26	Land	1137
Number 27	Land	7009
Number 28	Land	1833

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

**Total number of leases: 39**

<b>BRAAM FISCHER INTERNATIONAL AIRPORT</b>
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<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m²)</b>
Number 1	Hangar	2520
Number 2	Land	819
Number 3	Land	506
Number 4	Land	1500
Number 5	Land	1000

Number 6	Land	1564
Number 7	Land	775
Number 8	Land	1500
Number 9	Land	2500
Number 10	Land	5549
Number 11	Land	5350
Number 12	Land	5350
Number 13	Office	203
Number 14	Office	381
Number 15	Land	144
Number 16	Land	6003
Number 17	Land	20936
Number 18	Office	86
Number 19	Office	146
Number 20	Land	197 bays
Number 21	Land	2173
Number 22	Land	276467
Number 23	Land	43137

**Total number of leases: 39**

**KIMBERLY AIRPORT**



<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Hanger	3035
Number 2	Land	200
Number 3	Land	225
Number 4	Hangar	380
Number 5	Land	109
Number 6	Land	156
Number 7	Land	113
Number 8	Land	653
Number 9	Hangar	1058
Number 10	Land	366
Number 11	Land	543
Number 12	Land	426
Number 13	Land	500
Number 14	Land	679
Number 15	Land	219
Number 16	Land	219
Number 17	Land	225
Number 18	Land	1479
Number 19	Land	448
Number 20	Land	106
Number 21	Building	131
Number 22	Land	36

Number 23	Land	100
Number 24	Land	3637
Number 25	Land	1226
Number 26	Land	84
Number 27	Land	3075
Number 28	Land	2421
Number 29	Land	67
Number 30	Land	85 bays
Number 31	Land	156

**Total number of leases: 31**

### **EAST LONDON**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Land	3351
Number 2	Land	5319
Number 3	Land	4105
Number 4	Land	1800
Number 5	Land	436
Number 6	Land	100
Number 7	Land	1035
Number 8	Land	1200

Number 9	Land	3150
Number 10	Land	4000
Number 11	Land	2656
Number 12	Land	7268
Number 13	Land	2544
Number 14	Land	1179
Number 15	Land	546

**Total number of leases: 15**

#### **UPINGTON AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Land	123
Number 2	Land	9
Number 3	Land	2950
Number 4	Land	1347
Number 5	Land	13840
Number 6	Land	156
Number 7	Land	499
Number 8	Land	175
Number 9	Land	82
Number 10	Land	179

Number 11	Land	175
Number 12	Land	273
Number 13	Land	180
Number 14	Land	789
Number 15	Land	1093
Number 16	Land	135
Number 17	Land	330
Number 18	Land	175
Number 19	Land	175
Number 20	Land	175
Number 21	Land	175
Number 22	Land	148
Number 23	Land	154
Number 24	Land	191
Number 25	Land	140
Number 26	Land	200
Number 27	Land	346
Number 28	Land	159
Number 29	Land	336
Number 30	Land	210
Number 31	Land	20582
Number 32	Land	275 395
Number 33	Land	297936

Number 34	Land	409 809
Number 35	Land	80
Number 36	Land	100
Number 37	Land	30
Number 38	Land	5350
Number 39	Land	625
Number 40	Land	69
Number 41	Land	70
Number 42	Land	74 bays
Number 43	Land	317

**Total number of leases: 43**

CAPE TOWN INTERNATIONAL AIRPORT		
Tenant Name	Facility type	Extent (m <sup>2</sup> )
Number 1	Office	8256
Number 2	Office	3994
Number 3	Offices & Hangars	6444
Number 4	Land	4200
Number 5	Hangar	2570
Number 6	Hangar	880
Number 7	Land	3600

Number 8	Hangar	1828
Number 9	Land	3435
Number 10	Hangar	1090
Number 11	Hangar	1310
Number 12	Workshop	2375
Number 13	Hangar	6516
Number 14	Land	965
Number 15	Land	3018
Number 16	Land	3274
Number 17	Land	7509
Number 18	Land	2556
Number 19	Land	8054
Number 20	Land	167
Number 21	Hotel	6680
Number 22	Land	11319
Number 23	Warehouse and Offices	13945
Number 24	Parking	1153
Number 25	Warehouse	3191
Number 26	Warehouse	2277
Number 27	Land	139548
Number 28	Warehouse	30046
Number 29	Land	51522
Number 30	Land	4087

Number 31	Land	1405
Number 32	Workshop	2447
Number 33	Warehouse	2219
Number 34	Warehouse	20659
Number 35	Warehouse	19618
Number 36	offices	16406
Number 37	Land	19000
Number 38	lounge	445
Number 39	offices	560
Number 40	Parking and Offices	1676
Number 41	Land	11600
Number 42	Land	5091439
Number 43	Land	7516

**Total number of leases: 43**

### **O.R TAMBO INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility type</b>	<b>Extent (m²)</b>
Number 1	Land, Offices and	632
Number 2	Warehouse	3762
Number 3	Land	1050
Number 4	Warehouse and Offices	11130
Number 5	Warehouse	7044
Number 6	Warehouse	7572
Number 7	Warehouse and Offices	5508
Number 8	Warehouse and Offices	8846
Number 9	Office	060

Number 10	Commercial	2262
Number 11	Warehouse and Offices	62511
Number 12	Office and Land	3100
Number 13	Land	11147
Number 14	Commercial	61830
Number 15	Warehouse and Offices	13172
Number 16	Office	0410
Number 17	Hangar	13311
Number 18	Office, Warehouse and	33610
Number 19	Hangar and Offices	5671
Number 20	Land	20388
Number 21	Service Station	660
Number 22	Land	10000
Number 23	Hotel	12021
Number 24	Hotel	28805
Number 25	Warehouse	3018
Number 26	Hotel	0250
Number 27	Land and Warehouse	6121
Number 28	a. Commercial	16000
Number 29	b. Retail	22000
Number 30	c. Hotel	130000

**Total number of leases: 30**

**SUBSIDIARY O.R TAMBO INTERNATIONAL AIRPORT**

Tenant Name	Facility Type	Extent (m <sup>2</sup> )
Number 1	Land	11472
Number 2	Land	12334

**Total number of leases: 2**

**SUBSIDIARY CAPE TOWN INTERNATIONAL AIRPORT**



<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m²)</b>
Number 1	Land	9932
Number 2	Land	7517

**Total number of leases: 2**

**SUBSIDIARY KING SHAKA INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m²)</b>
Number 1	Land	363.6272
Number 2	Land	194.8038
Number 3	Land	109.0150
Number 4	Land	103.3784
Number 5	Land	63.6635

**Total number of leases: 5**

**PRECINT 2A O.R TAMBO INTERNATIONAL AIRPORT**

<b>Tenant Name</b>	<b>Facility Type</b>	<b>Extent (m<sup>2</sup>)</b>
Number 1	Workshop/Storeroom	20 990
Number 2	Workshop/Storeroom	23 292
Number 3	Workshop/Storeroom	15 797
Number 4	Workshop/Storeroom	1 788
Number 5	Workshop/Storeroom	1 773
Number 6	Office	6 962
Number 7	Workshop/Storeroom	2 376
Number 8	Workshop/Storeroom	2 133
Number 9	Workshop/Storeroom	6 844
Number 10	Workshop/Storeroom	591
Number 11	Workshop/Storeroom	106
Number 12	Workshop/Storeroom	12
Number 13	Workshop/Storeroom	207
Number 14	Office	796
Number 15	Workshop/Storeroom	387
Number 16	Workshop/Storeroom	16
Number 17	Workshop/Storeroom	665
Number 18	Workshop/Storeroom	1380
Number 19	Workshop/Storeroom	261
Number 20	Workshop/Storeroom	315
Number 21	Workshop/Storeroom	610
Number 22	Workshop/Storeroom	25

Number 23	Workshop/Storeroom	27
Number 24	Workshop/Storeroom	476
Number 25	Workshop/Storeroom	459
Number 26	Office	6866
Number 27	Workshop/Storeroom	27466
Number 28	Workshop/Storeroom	2541
Number 29	Workshop/Storeroom	2 160
Number 30	Workshop/Storeroom	109
Number 31	Workshop/Storeroom	1 746
Number 32	Workshop/Storeroom	112
Number 33	Workshop/Storeroom	209
Number 34	Workshop/Storeroom	3 642
Number 35	Workshop/Storeroom	10 108
Number 36	Workshop/Storeroom	8 788
Number 37	Workshop/Storeroom	5 247
Number 38	Workshop/Storeroom	130
Number 39	Workshop/Storeroom	8 278
Number 40	Workshop/Storeroom	1 340
Number 41	Workshop/Storeroom	27
Number 42	Workshop/Storeroom	19
Number 43	Workshop/Storeroom	41
Number 44	Workshop/Storeroom	507
Number 45	Workshop/Storeroom	298

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

Number 69	Office	467
Number 70	Office	53
Number 71	Office	30
Number 72	Workshop/Storeroom	160
Number 73	Office	3 156
Number 74	Workshop/Storeroom	546
Number 75	Workshop/Storeroom	17 985
Number 76	Office	2 819
Number 77	Office	3 691
Number 78	Office	5 426
Number 79	Office	1 183
Number 80	Workshop/Storeroom	1 352
Number 81	Office	3256
Number 82	Workshop/Storeroom	13
Number 83	Workshop/Storeroom	2664
Number 84	Workshop/Storeroom	1 415
Number 85	Workshop/Storeroom	708
Number 86	Workshop/Storeroom	117
Number 87	Workshop/Storeroom	18
Number 88	Warehouses/Workshops	10 930
Number 89	Office	2 332
Number 90	Warehouses/Workshops	75 830
Number 91	Land	119 000

Number 92	Land	54 900
Number 93	Land	17 933
Number 94	Vacant land	154 000
Number 95	Vacant land	95 390
Number 96	Vacant land	52 500
Number 97	Vacant land	8 060
Number 98	Vacant land	10 320
Number 99	Vacant land	6 850
Number 100	Vacant land	15 000
Number 101	Vacant land	47 000
Number 102	Vacant land	10 700

**Total number of leases: 102**

## Annexure C – DETAILS OF CHARGES

### CHARGES

COST ITEM	RATE PER UNIT (Incl. VAT)
Rate per unit valuated	
Hourly rate for administrative ad hoc services	
	<b>TOTAL COST (Incl. VAT)</b>
Travel & accommodation	
Disbursements	

### ESCALATION OF CHARGES

N/A

#### Annexure D – FORM OF SPECIAL TERMS AND CONDITIONS

N/A

#### Annexure E - SERVICE LEVELS AND PENALTIES

SERVICE CATEGORY	PERFORMANCE STANDARD	METHOD OF MEASUREMENT	TARGET	PENALTIES
	Submission of Valuation Reports	Submitted by 15 <sup>th</sup> April for each year.	All Valuation Reports be submitted by 15 <sup>th</sup> April for each year. Unless the delay was caused by ACSA.	Discount of 5% per Valuation outstanding per additional week not submitted on time.



## **Annexure F– ANTI-CORRUPTION UNDERTAKINGS**

### **ANTI-CORRUPTION UNDERTAKINGS**

1. The Service Provider do hereby agrees and undertakes that in accordance with this agreement and the transactions contemplated by this agreement, it will comply with all applicable laws and anti-corruption laws, rules and regulations, decrees and/or official government orders of the Republic of South Africa, with particular reference but not limited to the provisions of the Prevention and Combating of Corrupt Activities Act 12 of 2004, the Airports Company Act 44 of 1993, the Airports Company Amendment Act 2 of 1998, the Public Finance Management Act 1 of 1999 and the Constitution of the Republic of South Africa; and the laws of any country where any of the parties will undertake the performance of their obligations in connection with this agreement.
2. The Service Provider represents, warrants and undertakes that it, and each of its owners, directors, officers, employees, and every other person acting on its behalf will not engage in acts or transactions (including any not involving a party), otherwise in violation of or inconsistent with the principles of any applicable anti-corruption legislation, including but not limited to anti-corruption laws of the Republic of South Africa or successor legislation. For the purposes of this undertaking, the applicable laws of the Republic of South Africa, and the laws of any other country where any of the parties will undertake the performance of their obligations, shall be deemed to apply to each party regardless of whether the party is otherwise subject to those laws.
3. The Service Provider do hereby agrees and undertakes that in accordance with this agreement whether in the Republic of South Africa or elsewhere, it and each its affiliates have and will apply effective disclosure controls and procedures; have and will maintain proper and accurate books, records and accounts, for a period of at least three (3) years after the period to which they relate, which, in reasonable detail, accurately and fairly reflect any and all payments made, expenses incurred and assets disposed of; and have and will maintain an internal accounting controls system that is sufficient to ensure the proper authorisation, recording and reporting of all transactions to provide reasonable assurances that violations of the anti-money laundering or anti-corruption laws of the applicable jurisdictions will be avoided, prevented, detected and deterred.
4. The Service Provider represents and warrants that:
  - 4.1. to the best of its knowledge and belief neither it nor any of its directors, or other officers, employees, partners, shareholders, agents, consultants or representatives:
    - 4.1.1. has at any time been found by a court in any jurisdiction to have engaged in any corrupt activity (or similar conduct);
    - 4.1.2. has at any time admitted to having engaged in any corrupt activity;

4.1.3. has at any time been investigated or been suspected in any jurisdiction of having engaged in any corrupt activity (or similar conduct).

5. The Service Provider confirms that it does not know or have any reason to suspect that:

5.1. the proceeds, funds or property that are the subject of any transactions under this agreement involving the parties are or will be derived from, or related to, any illegal and fraudulent activities under any applicable laws; and

5.2. the proceeds, funds or property that are or will be the subject of such transactions are not intended to commit, further, or sponsor a violation of applicable law, including but not limited to violations of any tax, customs or revenue laws;

6. If at any time Airports Company of South Africa (the Company) becomes aware that any of the circumstances represented or warranted in this agreement are not as it has confirmed, it will notify the Service Provider immediately in writing.

7. In the event that the Company believes in good faith that the Service Provider may not be in compliance with the undertakings and/or requirements set forth in this agreement, then the Company shall advise the Service Provider in writing of its good faith belief and the Service Provider shall co-operate fully with any and all enquiries undertaken by or on behalf of the party in connection therewith, including the provision by the Service Provider of personnel and supporting documents and affidavits, if reasonably deemed

8. Service Provider shall subject to this agreement, allow the Company to review or audit its books, records and files relating to this agreement and will provide information and answer any reasonable questions that the other parties may have and will raise relating to its performance of this agreement.

9. **BUSINESS COURTESIES, GIFTS, ENTERTAINMENT AND DONATIONS**

9.1 The Company acknowledges that exchanging courtesies such as modest gifts, meals and entertainment are a common business practices intended to build generosity and establish trust in the business relationship. The occasional exchange of entertainment and gifts, as stipulated in the Airports Company South Africa Code of Ethics and Business Conduct policy, may be appropriate, providing such courtesies are not specifically projected to influence any procurement or sales decision and the Company employee who obtains such gift.

9.2 Privileges, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes, but not limited to money, loans, equity, special privileges, personal favours, benefits or services. Such favours may be considered bribery, which infringes South African Law and is in contradiction with the Company Code of Ethics and Business Conduct.

9.3 Any employee / Service Provider found guilty of the above actions shall be disciplined by the Company and will face criminal action. Furthermore, any person who has offered the Company

employees a bribe or who has given a bribe as a result of a request / demand from an employee of the Company, shall have their concluded contracts terminated with immediate effect, face criminal action and shall be excluded from doing business with the Company in future.

10. **the Company TIP-OFFS ANONYMOUS**

- 10.1 The Service Provider is required, in terms of the Airports Company South Africa Code of Ethics, to report any unethical activities to the Company's Tip-offs Anonymous Hotline to: 0800 00 8080.
- 10.2 Users of the Company Anti-Corruption Hotline shall act in good faith and shall not make false accusations when reporting any concerns. Any party who knowingly or recklessly makes false or misleading statements or disclosures shall be subject to disciplinary action (internal parties) alternatively face civil / criminal prosecution.

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**APPENDIX J:           SIGNED, CERTIFIED COPY OF THE JOINT VENTURE AGREEMENT OR  
MEMORANDUM OF UNDERSTANDING (IF APPLICABLE)**

(Attach here)

**APPENDIX K: B-BBEE**

(Bidders must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.)

**APPENDIX L: VALID, ORIGINAL TAX CLEARANCE CERTIFICATE (PIN)**

(Attach here)

**APPENDIX M: LATEST FINANCIAL STATEMENTS**

(Attach here)

**APPENDIX N: CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT**

(Attach here)



**APPENDIX O: COMPANY EXPERIENCE: INVESTMENT PROPERTY**

Provide **all** the following information for **each** project:

INFORMATION REQUIRED PER PROJECT	
1.	Provide a brief write-up describing the scope of work for each project
2.	Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)

**APPENDIX P: COMPANY EXPERIENCE: MUNICIPAL RATES & TAXES**

Provide **all** the following information for **each** project:

INFORMATION REQUIRED PER PROJECT	
3.	Provide a brief write-up describing the scope of work for each project
4.	Signed/stamped Reference letter/Work Completion Certificate for each project (to accompany write-up)

**APPENDIX Q:           RESOURCE EXPERIENCE: RESOURCE PLAN/MATRIX**

(Attach here)

**APPENDIX R:           RESOURCE EXPERIENCE: INVESTMENT PROPERTY**

(Attach CV's)

**APPENDIX S:           RESOURCE EXPERIENCE: MUNICIPAL RATES & TAXES**

(Attach CV's)

**APPENDIX T:           RESOURCE EXPERIENCE: CERTIFICATION**

(Attach Certificates)

**APPENDIX U: POPIA**

**CONFIDENTIALITY AND DATA PROTECTION**

Save as provided in this clause (*Confidentiality and Data Protection*), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:

in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;

any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

In the event that a Party is required to disclose confidential information as contemplated in this clause, such Party will:

advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible;

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the service provider (referred to as Operator in POPIA) shall observe the following principles when processing personal information on behalf of the Company (referred to as Responsible Party in POPIA):

the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions;

the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence;

the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information;

the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;

the Service Provider shall only engage a sub-operator with the Company's prior authorisation and under a written contract;



the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights;

taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments;

the Service Provider shall delete or return all personal information to the Company (at the Company's choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and

the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.

**1. SIGNATURES**

**FOR AIRPORTS COMPANY SOUTH AFRICA**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_

**FOR SERVICE PROVIDER**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_