

REQUEST FOR BIDS FOR THE ACQUISITION OF SECURITY SERVICES FOR A PERIOD OF SIXTY (60) MONTHS FOR THE FOLLOWING AIRPORTS: CAPE TOWN INTERNATIONAL AIRPORT, OR TAMBO INTERNATIONAL AIRPORT AND KING SHAKA INTERNATIONAL AIRPORT. AS WELL AS LICENSING FOR STAKEHOLDER SECURITY SERVICES FOR ALL NINE (9) AIRPORTS OPERATED BY AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED (ACSA).

Bid Number: : COR8046/2025

Issue Date : 12 December 2025

Non-Compulsory Briefing Session Date : 23 January 2026 @ 12:00PM

Query Closing Date : 30 January 2026 @ 12:00PM

Bid Closing Date and Time : 16 February 2026 @ 12:00PM

Please indicate which site you are bidding for:

SITE	TICK (X)
OR Tambo International Airport landside	
OR Tambo International Airport airside	
Cape Town International Airport landside	
Cape Town International Airport airside	
King Shaka International Airport landside	

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	COR8046/2025	CLOSING DATE:	16 February 2026	CLOSING TIME:	12:00PM
DESCRIPTION	REQUEST FOR BIDS FOR THE ACQUISITION OF SECURITY SERVICES FOR A PERIOD OF SIXTY (60) MONTHS AT THE AIRPORTS OPERATED BY AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED (ACSA).				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<p>Tender Box C is located at:</p> <p>Airports Company South Africa SOC Limited Offices</p> <p>North Wing</p> <p>3rd Floor</p> <p>OR Tambo International Airport</p>					
(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Alicia Sekoati		CONTACT PERSON	Alicia Sekoati	
TELEPHONE NUMBER	011 723 1400		TELEPHONE NUMBER	011 723 1400	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Alicia.Sekoati@airports.co.za		E-MAIL ADDRESS	Alicia.Sekoati@airports.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					

VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		O R	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to bid documents

Tenders are available on www.etenders.gov.za and www.airports.co.za. Kindly print and complete.

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. Bid documents must be submitted on or **16 February 2026 @ 12:00PM** using the following method(s):

1.1.1. Tender box:

Tender Box C is located at:

Airports Company South Africa SOC Limited Offices

North Wing

3rd Floor

OR Tambo International Airport

1.1.2. Bidders are requested to submit an **original and a copy** of their bid. Both documents will be legal and binding.

1.2. Late Bids

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

1.3. Clarification and Communication

Name: Alicia Sekoati

Designation: Senior Buyer

Tel: 011 723 1400

Email: Alicia.Sekoati@airports.co.za

1.3.1. Request for clarity or information on the bid may only be requested until **16 January 2026 @ 12:00PM**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

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

1.4. **Non-Compulsory Briefing Session**

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

Date: 23 January 2026
Time: 12:00PM
Venue: Microsoft Teams
Link: https://teams.microsoft.com/join/19%3ameeting_ODQwYzcyZjgtZDMyZC00YTMzLThkY2UtY2E3Yjk0NzI5OTZk%40thread.v2/0?context=%7b%22Tid%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22Oid%22%3a%22b7942e33-47a2-481a-ab91-df0ca51691f1%22%7d

1.5. **Bid Responses**

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

1.6. **Disclaimers**

It must be noted that ACSA reserves its right to:

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

1.7. **Validity Period**

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

1.8. Confidentiality of Information

- 1.8.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without written approval from the bidder whose information is sought.
 - 1.8.2. Furthermore, ACSA will not disclose the names of bidders until the bid process has been finalised.
 - 1.8.3. Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the prior written approval from ACSA. In the event that the bidder needs to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.
- 1.9. ACSA is a National Key Point therefore has to comply with the laws prescribed by the security cluster of the Country. Bidders may be subjected to security vetting depending on the goods and/or services being provided. Where deemed necessary, ACSA will not contract with a bidder that does not comply with the security vetting requirements.

1.10. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za

SECTION 2: EVALUATION CRITERIA

2.1 Evaluation Criteria

- 2.1.1 ACSA will use a pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider **mandatory administrative, functionality, Price and Preference**. During the evaluation of received bids, ACSA will make an assessment of whether all the bids comply with the set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted the required mandatory documents will be disqualified from the bid process.
- 2.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Security Vetting (if deemed necessary)	Post tender negotiations (if deemed necessary)

2.2.1 Stage 1: Mandatory Requirements

ACSA will only consider bidders who have submitted the following mandatory returnable documents, which are required at the closing date and time. Failure to submit any of these documents will lead to a disqualification:

- (i) Provide a copy of a valid PSIRA Certificate in the name of the bidding entity
- (ii) Provide a copy of a valid letter of good standing from PSIRA in the name of the bidding entity
- (iii) Provide a copy of a valid COIDA letter of good standing, indicating the nature of business related to the scope of work, issued by the Department of Labour or its agencies
- (iv) Provide a valid letter issued by the Department of Labour confirming compliance to the Employment Equity Act (**EEA 16A or 16B Compliance Certificates**)
- (v) Provide a copy(s) of current and valid PSIRA certificate demonstrating a PSIRA Grade A for **all** Owners/Directors of Company;
- (vi) Provide a copy of a valid firearm transportation permit in the name of the bidding entity.
- (vii) Provide a sworn affidavit confirming that the bidding entity and its directors/owners do not have a criminal record.
- (viii) Completed Pricing schedules (Annexure A to E) for the sites for which you are bidding.

- (ix) Provide a copy of the bidder's valid Aviation Security Screening Organisation (ASSO) approval certificate in the bidder's name.
- (x) Provide a copy of a SAPS firearm report showing each firearm owned by the company and its license number.

2.2.2 Stage 2 Functionality

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

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **65 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and Preference **90/10**.

NB: The below criteria will be evaluated against each site for which the bidder has tendered. Bidders will only be considered for the Price and Preference stage for the site(s), if any, for which they have met the minimum threshold of 65 points out of 100.

NO.	EVALUATION CRITERIA	WEIGHT								
1.	COMPANY EXPERIENCE	30								
	<p>Bidders are required to provide a minimum of three (3) reference letters demonstrating a minimum cumulative five (5) years Physical Guarding Security experience at an airport or an NKP site.</p> <p>The cumulative total value of the reference letters submitted must amount to a minimum of R50 million (Excl. VAT)</p> <p>The reference letters must be on Client letterhead with contactable reference (by email & contact number). You may submit supporting documents (e.g. PO, contract, award letter etc), along with reference letters showing description of security project, length of contract and value of contract.</p> <p>Note:</p> <ul style="list-style-type: none">➤ It should be noted that we will be adding up the duration of each valid reference letter, even if the project(s) took place concurrently. Also, we will only consider the duration of work completed in ongoing projects.➤ Reference letters that do not meet all of the above-mentioned criteria will not be scored as they will be considered invalid.									
1.1	<p><u>Experience</u></p> <table><tr><th>CRITERIA</th><th>SCORE</th></tr><tr><td>Less than 3 valid reference letters demonstrating airport or NKP security experience submitted</td><td>0</td></tr><tr><td>3 valid reference letters demonstrating airport or NKP security experience submitted</td><td>10</td></tr><tr><td>More than 3 valid reference letters demonstrating airport or NKP security experience submitted</td><td>15</td></tr></table>	CRITERIA	SCORE	Less than 3 valid reference letters demonstrating airport or NKP security experience submitted	0	3 valid reference letters demonstrating airport or NKP security experience submitted	10	More than 3 valid reference letters demonstrating airport or NKP security experience submitted	15	15
CRITERIA	SCORE									
Less than 3 valid reference letters demonstrating airport or NKP security experience submitted	0									
3 valid reference letters demonstrating airport or NKP security experience submitted	10									
More than 3 valid reference letters demonstrating airport or NKP security experience submitted	15									



1.2	<u>Contract Value</u> (all amounts below are VAT exclusive)									
	<table><tr><th>CRITERIA</th><th>SCORE</th></tr><tr><td>Cumulative value of the reference letters submitted is less than R50 million</td><td>0</td></tr><tr><td>Cumulative value of the reference letters submitted is R50 million</td><td>10</td></tr><tr><td>Cumulative value of the reference letters submitted is more than R50 million</td><td>15</td></tr></table>	CRITERIA	SCORE	Cumulative value of the reference letters submitted is less than R50 million	0	Cumulative value of the reference letters submitted is R50 million	10	Cumulative value of the reference letters submitted is more than R50 million	15	15
CRITERIA	SCORE									
Cumulative value of the reference letters submitted is less than R50 million	0									
Cumulative value of the reference letters submitted is R50 million	10									
Cumulative value of the reference letters submitted is more than R50 million	15									
2.	RESOURCE EXPERIENCE (Resources may be allocated concurrently across bids for multiple sites.)	60								
2.1	<p>Bidders are required to provide the CVs and certifications of all the Site Managers and Ops Managers for each site they are bidding for. Provide the following for each resource:</p> <ul style="list-style-type: none">- CV demonstrating a minimum 2 years physical guarding security management experience- Copy of a minimum NQF Level 4 (or SAQA accredited equivalent qualification)- Copy of valid firearm competency certificate- Copy of PSIRA Grade A certificate- Copy of valid National Key Point (NKP) training certificate- Copy of valid AVSEC level 3 certificate <table><tr><th>CRITERIA</th><th>SCORE</th></tr><tr><td>All the above requirements were not met for all the Site Managers and Ops Managers for the relevant site tendered</td><td>0</td></tr><tr><td>All the above requirements were met for all the Site Managers and Ops Managers for the relevant site tendered</td><td>20</td></tr></table>	CRITERIA	SCORE	All the above requirements were not met for all the Site Managers and Ops Managers for the relevant site tendered	0	All the above requirements were met for all the Site Managers and Ops Managers for the relevant site tendered	20	20		
CRITERIA	SCORE									
All the above requirements were not met for all the Site Managers and Ops Managers for the relevant site tendered	0									
All the above requirements were met for all the Site Managers and Ops Managers for the relevant site tendered	20									
2.2	<p>Bidders are required to provide the CVs and certifications a minimum of 2 aviation security supervisors with the following each:</p> <ul style="list-style-type: none">- CV demonstrating a minimum 2 years physical guarding security supervisory experience- Copy of a minimum NQF Level 4 (or SAQA accredited equivalent qualification)- Copy of valid PSIRA Grade B certificate- Copy of valid Part 92 (dangerous goods) aviation certificate- Copy of valid Part 109 and Part 110 civil aviation certificates- Copy of valid NKP training certificate- Copy of valid AVSEC level 2 certificate <table><tr><th>CRITERIA</th><th>SCORE</th></tr><tr><td>All the above requirements were not met or are met for less than 2 aviation security supervisors for the relevant site tendered</td><td>0</td></tr><tr><td>All the above requirements were met for 2 aviation security supervisors for the relevant site tendered</td><td>10</td></tr><tr><td>All the above requirements were met for more than 2 aviation security supervisors for the relevant site tendered</td><td>20</td></tr></table>	CRITERIA	SCORE	All the above requirements were not met or are met for less than 2 aviation security supervisors for the relevant site tendered	0	All the above requirements were met for 2 aviation security supervisors for the relevant site tendered	10	All the above requirements were met for more than 2 aviation security supervisors for the relevant site tendered	20	20
CRITERIA	SCORE									
All the above requirements were not met or are met for less than 2 aviation security supervisors for the relevant site tendered	0									
All the above requirements were met for 2 aviation security supervisors for the relevant site tendered	10									
All the above requirements were met for more than 2 aviation security supervisors for the relevant site tendered	20									

2.3	<p>Bidders must provide the following for a minimum 10% sample of the required certified aviation security guards for each site they are bidding (refer to the pricing schedules for the quantities required per site):</p> <ul style="list-style-type: none">- Copy of valid Part 109 and Part 110 civil aviation certificate- Copy of valid Part 92 (dangerous goods) aviation certificate- Copy of valid PSIRA grade C certificate- Copy of valid NKP regulation 16 certificate <table><tr><th>CRITERIA</th><th>SCORE</th></tr><tr><td>All the above requirements were not met or are met for less than 10% of the aviation security guards for the relevant site tendered</td><td>0</td></tr><tr><td>All the above requirements were met for 10% of the required aviation security guards for the relevant site tendered</td><td>10</td></tr><tr><td>All the above requirements were met for more than 10% of the required aviation security guards for the relevant site tendered</td><td>20</td></tr></table>	CRITERIA	SCORE	All the above requirements were not met or are met for less than 10% of the aviation security guards for the relevant site tendered	0	All the above requirements were met for 10% of the required aviation security guards for the relevant site tendered	10	All the above requirements were met for more than 10% of the required aviation security guards for the relevant site tendered	20	20
CRITERIA	SCORE									
All the above requirements were not met or are met for less than 10% of the aviation security guards for the relevant site tendered	0									
All the above requirements were met for 10% of the required aviation security guards for the relevant site tendered	10									
All the above requirements were met for more than 10% of the required aviation security guards for the relevant site tendered	20									
3.	FIREARMS	10								
	<p>The submitted SAPS firearm report must demonstrate that you have sufficient firearms to cater for the need for each site you are bidding for.</p> <table><tr><th>CRITERIA</th><th>SCORE</th></tr><tr><td>The SAPS firearm report is not submitted or demonstrates less than required number of firearms for the relevant site tendered</td><td>0</td></tr><tr><td>The SAPS firearm report demonstrates the exact number of firearms required for the relevant site tendered</td><td>5</td></tr><tr><td>The SAPS firearm report demonstrates more than required number of firearms for the relevant site tendered</td><td>10</td></tr></table>	CRITERIA	SCORE	The SAPS firearm report is not submitted or demonstrates less than required number of firearms for the relevant site tendered	0	The SAPS firearm report demonstrates the exact number of firearms required for the relevant site tendered	5	The SAPS firearm report demonstrates more than required number of firearms for the relevant site tendered	10	10
CRITERIA	SCORE									
The SAPS firearm report is not submitted or demonstrates less than required number of firearms for the relevant site tendered	0									
The SAPS firearm report demonstrates the exact number of firearms required for the relevant site tendered	5									
The SAPS firearm report demonstrates more than required number of firearms for the relevant site tendered	10									
	TOTAL	100								

2.2.2 Price and Preference

SBD 3.3

PRICING SCHEDULE **(Professional Services)**

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

- The pricing schedules can be found attached to the tender document, **Annexure A – E**.
- Only complete the pricing Annexure(s) in full, for the site(s) for which you are bidding.
- Final bid prices should be all inclusive and should account for all costs associated with the scope of work (excluding training costs which will be at cost, see section D9 of Scope of Work)
- Prices will escalate in accordance with the PSIRA illustrative costing guidelines on the anniversary of the contract.
- No further amounts will be awarded beyond what was quoted.
- NOTE: Firearms will be limited to PSIRA- and SAPS-approved categories appropriate for tactical response functions, including but not limited to handguns, shotguns and R5 rifles subject to ACSA's written approval and site-specific risk assessments.
- ACSA will use the rates quoted by the service provider to calculate the costs of any ad hoc service requirements; bidders will not be allowed to deviate from their pricing (escalations will be taken into account).
- Bidders are required to only quote for one (1) Patrol System (guard monitoring) RFID on the BOQ's for the landside. Actual required quantities will be determined once the winning bidders have been appointed. At which point, the bidders will multiply the amount quoted by the actual number of RFIDs required.
- **All shifts = 12 hours, 3 shift system.**

SECTION 3: SCOPE OF WORKS

BACKGROUND

Airports Company South Africa Limited (ACSA) requires a service provider to be appointed to provide guarding security services (landside and airside) for a period of sixty (60) months from 1 April 2026 to 31 March 2031) at the three international airports, King Shaka (landside) OR Tambo and CTIA (Landside and airside).

ACSA has a mandate to provide a secure environment for airport users and stakeholders. ACSA has a strategic commitment to National Aviation Security Programme (NASP)/Airport Security Programme (ASP) to mitigate security risks at all its airports. The organization is obliged to comply with the following act: "The Airports Company Act No. 44 of 1993 and National Civil Aviation Act, 1998 (Act No. 40 of 1998) obligates Airports Company South Africa in line with the NASP/ASP to implement adequate security measures in ensuring the protection and safeguarding of passengers, crew, ground personnel, the public, aircraft, and facilities of an airport, against acts of unlawful interference, in accordance with ICAO Annexure 17 standards and guidelines.

In 2005, the International Civil Aviation Organisation (ICAO) introduced Annex 17: Security Standard 4.5.1 stating that "Each contracting state shall establish measures to ensure that originating hold baggage is screened prior to being loaded on to an aircraft engaged in commercial air transport operations departing from a security restricted area". Standards and Recommended Practices (SARPs) made it mandatory for all bags to be subjected through screening. The requirements became effective as from 01 January 2006. In South Africa aviation legislation is embodied in the following:

- Civil Aviation Act 13 of 2009
- Civil Aviation Regulation (CARS) Part 139 – Aerodromes and Heliports
- Civil Aviation Regulation Part 140 – Safety Management
- Civil Aviation Technical Standards (CATS) – 139 and 140

In terms of the Civil Aviation Act (Act No 13 of 2009) and prevailing regulations, there is a provision for the use of various methods of screening passengers, cargo, and baggage. The prevailing civil aviation regulations, allows for the use of physical searches, electronic detection equipment and explosive detection dogs (EDD), among others. In this regard, these methods are subjected to regulatory requirements in terms of civil aviation regulations. These requirements are.

- Part 92 – Dangerous Goods
- Part 108 – Air Cargo Security
- Part 109 – Aviation Security Training Organization
- Part 110 – Aviation Security Screener Certification

- Aviation Security Awareness Training

Section 24(3) of Critical Infrastructure Protection Act, 2019 (Act No 8 of 2019) states that: “Where the Government department or organ of state referred to in subsection (2) is unable to protect a critical infrastructure as contemplated in subsection (2), the person in control of that critical infrastructure must take steps to ensure that a security service provider is appointed to protect the critical infrastructure: Provided that such security service provider may only be appointed after the successful completion of security vetting by the State Security Agency.

ICAO recommended certification of security companies within contracting States; it is clearly specified in Doc 9808 Human Factors to Civil Aviation Operations, chapter 4,4.4 certification of security companies, Similar requirements are implemented in United States and EU. It is imperative to focus on the core mandate to ensure compliance with the various legislation and regulations as well as ensuring that risks are mitigated. This will create a more effective and efficient method to manage aviation and non-aviation operations.

Security screening is a mandatory requirement to maintain the airport license to operate in accordance CARS Part 139. Therefore, as part of executing this mandate, ACSA seeks to:

- Contract security service providers to render guarding services on the landside and airside as per the bill of quantities (BOQ)
- Adopt risk-based security initiatives to address evolving global threats.

SCOPE OF WORK

The Scope of Work includes the following:

Airports Company South Africa Limited (ACSA) requires a service provider to be appointed to provide uninterrupted continuous guarding security services (landside and airside) for a period of sixty (60) months from 1 April 2026 to 31 March 2031) at the three international airports, King Shaka (landside) ORTIA and CTIA (Landside and airside). These services shall include:

- a) Airside at Cape Town and OR Tambo international airports.
- b) Landside services at King Shaka, OR Tambo (including Cargo, General aviation, remote areas, Tactical response team services) and Cape Town International airport (Protection of Swartklip vacant land)

The service provider shall achieve the following deliverables (the “Deliverables”), each of which is a specific deliverable required by ACSA without limitation to the services or any related obligation, activity or responsibility described in this Scope of Work or the Contract:

A. Optimum Performance land side and air side

Security Services are performed to a high standard at the Airport locations and provide a comprehensive Airside, Tactical response, landside Security Service including traffic management across the Airport locations, including without limitation, service provider shall be operable 24 hours per day 365 days per year on a planned and ad-hoc basis. The Contractor shall:

- a) Provide a secure and safe car park environment for traveling public, staff and bona fide visitors to the airport, their vehicles and their property.
- b) Provide security services within car-parking areas and prevent the risk of crime.
- c) Provide the airport with landside traffic management to ensure the safe, free flow of traffic ensuring access and egress to and from the facilities at all times.
- d) Provide an administration service that controls all security related administration.
- e) Preventing prohibited and non-permitted items from accessing, entering or otherwise being brought into sterile areas, restricted areas or onto aircraft.
- f) Identifying the essential components of an improvised explosive device and an improvised incendiary device.
- g) Screening persons, property, belongings and baggage in the manner and under the circumstances prescribed by ACSA.
- h) Screening persons, property, belongings, and baggage promptly and without interruption or delay.
- i) Deploying Screening Personnel at screening checkpoints, access gates and elsewhere at the Airport locations, having due regard to the certification, language and gender profiles prescribed by ACSA to ensure Security Screening Personnel are continuously engaged in productive activities.
- j) Managing the performance of Security Screening Personnel at screening checkpoints and access gates having due regard to professionalism in dealing with the travelling public and the need for coaching, mentorship, motivation, correction, and discipline.
- k) Resolving any incident, emergency or contingency that may actually or potentially jeopardize the continuation of screening and;
- l) Reporting information and data regarding the screening of persons, property, belongings, and baggage in the manner, under the circumstances and within the timelines prescribed by ACSA.
- m) Providing patrols within the airside and at identified land side areas including vacant lands, buildings belonging to ACSA and remote areas.

B. Optimum Performance Screening and Tactical Response Services (OR TAMBO)

The winning bidder should ensure that Tactical Response services are performed to a high standard at the Airport Locations, including without limitation by:

- a. Preventing prohibited and non-permitted items from accessing, entering or otherwise being brought into sterile areas, restricted areas or onto aircraft.

- b. Identifying the essential components of an improvised explosive device and an improvised incendiary device
- c. Screening persons, property, belongings, and baggage in the manner and under the circumstances prescribed by ACSA.
- d. Screening persons, property, belongings and baggage promptly and without interruption or delay.
- e. Deploying Screening Personnel at screening checkpoints, access gates and elsewhere at the Airport Locations having due regard to the certification, language and gender profiles prescribed by ACSA to ensure Security Screening Personnel are continuously engaged in productive activities.
- f. Managing the performance of Security Screening Personnel at screening checkpoints and access gates having due regard to professionalism in dealing with the travelling public and the need for coaching, mentorship, motivation, correction and discipline
- g. Resolving any incident, emergency or contingency that may actually or potentially jeopardize the continuation of screening.
- h. Reporting information and data regarding the screening of persons, property, belongings and baggage in the manner, under the circumstances and within the timelines prescribed by ACSA
- i. To ensure continuous and proactive tactical presence in areas deemed high-risk within the airport precinct.
- j. To provide an immediate and professionally coordinated armed response to critical incidents.
- k. To prevent, contain, and neutralise acts of criminality, public violence, and security breaches.
- l. To provide tactical assistance to airport security and law enforcement in the enforcement of safety protocols and the protection of key assets.
- m. Respond to incidents of armed robbery, hijacking, assault, sabotage, or any other violent crime or threat within the airport precinct.
- n. Engage, contain, and neutralise threats using approved tactical intervention protocols.
- o. Secure crime scenes until SAPS or relevant authorities arrive.
- p. Support evacuation and lockdown procedures when necessary.
- q. Conduct high-visibility armed patrols in designated high-risk areas to deter criminal activity.
- r. Perform random vehicle and personnel checks in sensitive areas (as legally permitted).
- s. Monitor suspicious activity and report intelligence for proactive threat assessment.
- t. Protection of Vulnerable Operations
- u. Provide tactical presence during cash-in-transit operations, including escorting of CIT staff and protection of collection/drop-off points.
- v. Escort high-risk personnel or Service Providers handling valuables or working in the airport precinct.
- w. Secure loading and offloading operations for sensitive cargo.
- x. Deploy tactically to areas known for ground services provider tensions, particularly where e-hailing and taxi operators are active.
- y. Prevent and de-escalate violent confrontations or unlawful gatherings.
- z. Coordinate with SAPS and EMPD authorities where necessary.
- aa. Conduct and participate in emergency drills (e.g., bomb threats, hijackings, terrorism) and live incident response.

- bb. Provide back-up support to general security teams during major events or VIP visits.
- cc. Assist in enforcing airport security lockdown protocols or closure of access points.

Areas of Operation for TRT

- a. The Tactical Response Unit shall operate across all zones of the ORTIA airport, including but not limited to:
- b. Airside: Aircraft movement areas, runways, taxiways, apron, and restricted secure access areas.
- c. Landside: Terminal buildings (arrivals/departures), Retail, Roadways, Parking and public concourses.
- d. Cargo Facilities: Main Gate, Perishable Triangle.
- e. Remote Sites: General Aviation, Fuel farm and remote Infrastructure (Dencast, Eleptro).
- f. Parking Areas: Public and staff parking, short- and long-term parking, areas used for cash-in-transit (CIT) operations.
- g. Ground Transport Pickup/Dropoff Zones: Taxi ranks, e-hailing pick-up zones, bus stops, and areas prone to confrontation between transport operators.

C. Customer Satisfaction

Ensure that the key customers for the Landside Security Service such as travelling public, staff, authorized visitors, service providers, emergency services and general airport users are satisfied with their experience at the Airport Locations, including without limitation:

- a) The assistance provided by Security Personnel to complete security duties promptly and address any special situations.
- b) The official language of communication (English) and quality of information provided during screening.
- c) The responsiveness of Screening Personnel to any question asked.
- d) The courteousness and professionalism of Screening Personnel on duty.
- e) The care and control applied to persons, property, belongings and vehicles.

D. Successful Security Personnel Training

Ensure that Security Personnel are successful in SACAA's National Training and Certification Program and National Key Points Training Program, including without limitation:

1. Training in the manner and under the circumstances prescribed by ACSA including Behaviour Detection.
2. Satisfying the pre-requisites for each course in SACAA's National Training and Certification Program prior to enrolment; and National Key Points Training Program.
3. Passing certification and recertification testing performed by SACAA and National Key Point Act/Critical Infrastructure Protection Act (CIPA) 8 of 2019 as amended (CIPA/NKP limited to international airports).

4. Complying with all PSIRA requirements for all security personnel who will be deployed at various airports locations.
5. Passing assessment testing performed by the prospective service provider to evaluate the experience, knowledge, skill, ability, professionalism, personal suitability and references of applicants.
6. Attending and completing the training, recurrent learning and certification courses and tests for which they are scheduled.
7. If selected for employment as training personnel, passing assessment testing performed by Accredited SACAA training service provider.
8. On Job training and firearms refresher training in terms of Firearms Regulation 21 shall be conducted annually according to ACSA and NKP standards, by the service provider and training records/ certificates shall be maintained.
9. Only verified training will be paid. The payment of the training costs by ACSA to the successful security service provider is a DISBURSEMENT. The verification and audit process will include the submission of copies of the invoices that the respective institutions issued (if training is not done internally) as no additional fees or costs can be added. Other documents that must be submitted will include attendance register, training matrix and both part 109 and part 110 as well as Dangerous Goods certificate. The service provider will be required to provide original certificates and invoices from the training service provider.
10. Tactical training requirements only for TRT:
 - Accredited tactical training
 - Range officers and assessor
 - Advanced driving
 - Negotiator course
 - Close protection course
 - Firearm competency
 - Tactical security training certificate

E. Bidding company

- a) The company or close corporation and every director of the company or member of the close corporation must be registered in terms of Section 20 of the PSIRA Act 2001 (Act 56 of 2001);
- b) The prospective service provider's rates and costs must be in line with the illustrative pricing guide of the national bargaining council for the private security sector.
- c) The prospective service provider must provide the PSIRA registration certificate.
- d) Bidders must provide an original or copy of the written letter of good standing from PSIRA. This correspondence must be valid at the bid closure date. The service provider may be required to submit a valid original or certified copy of the letter of good standing at any given time during for the duration of the contract.

- e) All security officers supplied by the company or close corporation must be trained to the standards set out and regulated by PSIRA and by a Training Centre accredited by PSIRA.

F. Personnel Optimization

Security Personnel performance is optimized at landside and airside facilities, car parks, multi-story arcades, access gates ACSA buildings, and elsewhere at the Airport Locations having due regard to scheduling and deployment, the successful bidder shall ensure that Security Personnel are continuously engaged in productive activities and unnecessary deployment /posting are avoided.

G. Effective Consumables and Uniforms Management

Ensure that consumables, uniforms, and related items are supplied to Security Personnel in sufficient quantities to perform security functions and are not wasted, lost or stolen. The uniforms shall not be the same as or resemble any other uniform of other service providers and shall be solely designed and used for service provider staff only. The uniform must be in accordance to PSIRA standards/approval. ACSA will verify prior to use at contracting stage. This is to ensure that the successful contract security service provider's uniform is distinguished from any other uniform worn by other security service providers at the airport. The service provider shall ensure that uniform insignia are clearly visible, on the right and left shoulder including the left chest displaying "security". In the case of reflective jackets, the staff shall be required to wear designated reflective jackets **uniquely numbered** to easily identify staff as per ACSA procedures.

H. Special events

The Security Contractor shall provide additional Services for miscellaneous special events that require armed or unarmed personnel coverage. ACSA will provide at least three (3) business days' notice of the number of personnel needed for a Special Event. Additional certified screeners may be required on a contingency basis (as-and-when needed)

I. Facility Patrol Plan.

Contractor shall provide Security Officers to patrol critical areas on the landside, cargo, general aviation and remote areas to minimize trespassing, vandalism, and exposure to liability. On the Effective Date of the Agreement, Contractor shall provide a Facilities Patrol Plan to identify specific measures to prevent and minimize theft, graffiti, vandalism, sabotage and trespassing at Airport Locations to be patrolled, and procedures for Security Officers to respond to such incidents. The Facility Patrol Plan shall be subject to ACSAs approval. The final approved Facility Patrol Plan is incorporated by reference and shall become part of the Agreement as though fully set forth herein.

To determine the Security Contractor's achievement of any specific deliverable, including without limitation to confirm that the Security Contractor complies, ACSA may, in its sole and absolute discretion, conduct, or require



the Security Contractor to submit to, any audit, review, test or inspection by ACSA or any of ACSA's authorized representatives.

J. Firearms

Only firearms registered in the name of the Contractor shall be permitted on ACSA (Clients) premises. Under no circumstances shall firearms belonging to another person be utilized for the provision of the Services in terms of this agreement. No security personnel shall be allowed to utilize or carry private firearms on duty. All armed security personnel are required to be evaluated by an accredited shooting range co-coordinator prior to deployment and every six months thereafter. Armed security personnel not meeting these requirements may not be deployed on Clients premises. The cost of such evaluations will be for the account of the Contractor.

The following types of firearms shall be acceptable for use on the Client's Sites. The proposed use of any other brand of firearm must be approved by ACSA, in writing, prior to use.

The following proof to be provided on commencement of contract:

- Certification of serviceability of firearms by qualified and accredited gunsmith
- Storage facilities for firearms are SABS approved and provide SAPS inspection report.
- Bi-annual firearms training by an accredited provider — theory and practical

K. Insurance requirements

The service provider shall, during the term of the Agreement and at its own expense, effect the following:

- Secure Aviation liability insurance for an indemnity limit not less than R100 million (one hundred million rands)
- Submit proof of insurance to the contract manager at the start of the contract, and at every renewal of the policy, for the duration of the agreement

L. Other requirements

The winning bidder will have to provide the following at contracting stage:

- (i) Valid Proof of Work Skills Plan (WSP) Annual Training Report (ATR) submission to SASSETA and/or any other SETA;
- (ii) Provide valid proof of Work Skills Plan approval letter from SASSETA and/or any other SETA;

M. Office space

Should bidders require office space at the airports, arrangement will need to be made with the ACSA Commercial Department at the bidders own cost (includes rates and utilities) and independent of this contract/tender.

N. COMMUNICATION

Bidders will be required to provide radios that will integrate with the ACSA network (TETRA) infrastructure which has a 10km coverage radius within the airport precinct. Bidders will be provided with their own channels for communication. The maintenance of the radios lie purely with the winning bidder

Key operational features of the TETRA system include, but are not limited to:

- Real-time, reliable two-way communication
- Encrypted and secure voice transmission
- Group call and broadcast capabilities
- High audio quality in noisy environments
- Scalability to support multiple users and departments
- Failover and redundancy for critical communication continuity
- Support for emergency and priority call handling

Maintaining spare radios ensures minimal downtime and enables uninterrupted communication, especially during peak operational periods, maintenance, or in the event of device failure.

Please the below infrastructure specifications

Feature	Specification
Frequency Bands	380–430 MHz (primary band for public safety) Other ranges: 410–430 MHz, 450–470 MHz, 806–870 MHz
Channel Spacing	25 kHz
Modulation	$\pi/4$ DQPSK (Differential Quadrature Phase Shift Keying)

Feature	Specification
Access Method	TDMA (Time Division Multiple Access) – 4 slots per carrier
Bit Rate (Gross)	36 kbps per carrier
Net Data Throughput	Up to ~7.2 kbps per time slot (after overhead)
Duplex Mode	Semi-duplex and full duplex supported
Speech Coding	ACELP at 4.567 kbps
Encryption	- Air Interface Encryption (AIE) - End-to-End Encryption (E2EE) - Algorithms: TEA1, TEA2, TEA3, TEA4
Call Types	- Individual calls - Group calls - Emergency calls - Broadcast calls
Data Services	- Short Data Service (SDS) - Packet Data - Circuit Mode Data
Coverage	Typically, 2–5 km in urban areas, up to 10–20 km in rural areas (per base station)
Handover	Seamless handover between cells during voice and data calls
Positioning	GPS/GLONASS/Galileo integration supported on many terminals
Interfaces	PEI (Peripheral Equipment Interface), IP-based interfaces to external systems

O. PANEL TERMS OF REFERENCE

This tender seeks to appoint a panel of security service providers to:

- (i) Render security services to ACSA at the three identified international airports (ORTIA, CTIA, KSIA) and
- (ii) Render security services to the airport stakeholders across all 9 airports

ACSA SECURITY CONTRACT

All bidders who meet the minimum threshold for Functionality/Technical evaluation stage will advance to the Price and Preference evaluation stage (90/10). Only five (5) bidders will be allocated a site to provide physical guarding services. Site appointments will take place as follows:

- The appointment of sites will take place in the following order (ranking based on the workload):
 1. ORTIA landside
 2. ORTIA airside
 3. CTIA airside
 4. CTIA landside
 5. KSIA landside
- The highest-ranking bidder at the Price and Preference stage for each site will be awarded the physical guarding contract for the site.
- Once a bidder is awarded a site, they are precluded for participating in the Price and Preference evaluations of the subsequent sites. This is to ensure that one bidder isn't allocated more than one site.
- **Note:**
 - o Should two or more bidders rank equal during the Price and Preference evaluations, the award will be decided by the drawing of lots.
 - o Should less than 5 bidders qualify to be on the panel, the work allocation process for physical guarding will reset once all the qualifying bidders have been allocated a site.

AIRPORT STAKEHOLDER LICENCE (for all (9) ACSA airports)

The top 10 highest scoring bidders who meet the Technical/Functional evaluation criteria will automatically be awarded a licence to provide security services to the airport stakeholders. In the event of a tie among bidders which prevents the fair allocation of the 10 licences, the remaining slots will be determined by a drawing of lots.

SECTION 4: MANDATORY AND ADMINISTRATION DOCUMENTS

4.1 Mandatory Returnable Documents

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

4.2 Other Returnable Documents and Information

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

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

RETURNABLE DOCUMENTS AND INFORMATION	MANDATORY	ADMINISTRATIVE	SUBMITTED [Yes
Provide a copy of a valid PSIRA Certificate in the name of the bidding entity	x		
Completed Pricing schedules (Annexure A to E) for sites you wish to bid for	X		
Provide a copy of a valid letter of good standing from PSIRA in the name of the bidding entity	X		
Provide a copy of valid firearms transportation permit in the name of the bidding entity.	X		
Provide a sworn affidavit confirming that the bidding entity and its directors/owners do not have a criminal record.	X		
Valid COIDA letter of good standing, indicating a nature of business related to the scope of work, issued by the Department of Labour or its agencies	X		
Provide a valid letter issued by the Department of Labour confirming compliance to the Employment Equity Act (EEA 16A or 16B Compliance Certificates)	X		
Provide a copy(s) of current and valid PSIRA certificate demonstrating a PSIRA Grade A for all Owners/Directors of Company;	X		

Provide a copy of the bidder's valid Aviation Security Screening Organisation (ASSO) approval certificate in the bidder's name.	x		
SAPS firearm report	x		
Reference letters for various resources as per requirements	X		
CVs for various resources as per requirements	X		
Certifications and qualifications for various resources as per requirements	x		
<i>Declaration of Interest Form and Politically Exposed Persons</i>		x	
<i>Valid letter of good standing from Provident Fund (Full compliance with the Provident Fund (copy of the Private Security Sector Provident Fund compliance certificate or any approved Provident Fund compliance certificate);</i>		X	
<i>Valid Proof of Work Skills Plan (WSP) Annual Training Report (ATR) submission to SASSETA and/or any other SETA;</i>		X	
<i>Provide valid proof of Work Skills Plan approval letter from SASSETA and/or any other SETA</i>		X	
<i>Provide valid proof of contribution to the UIF</i>		x	
<i>SBD 4 Bidder's Disclosure Form</i>		x	
<i>SBD 6.1 Preference Points Claim Form</i>		x	
<i>Confidentiality and Non-Disclosure Agreement</i>		x	
<i>BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit</i>		x	
<i>Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in order by SARS)</i>		x	
<i>Certificate of Incorporation of the bidding entity showing ownership split</i>		x	
<i>Central Supplier Database Report (CSD)</i>		x	
<i>VAT Questionnaire</i>		x	
<i>ACSA Terms and Conditions</i>		x	

4.3 Validity of submitted information

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

SECTION 5: RETURNABLE DOCUMENTS

5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

Making a Declaration

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

ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy, or fairness. Furthermore, in terms of sections 21F to 21H of the Financial Intelligence Centre Act 38 of 2001 (FICA), ACSA requires bidders to declare if they have Foreign Politically Exposed Persons (FPEP), Domestic Politically Exposed Persons (DPEP) or Prominent Influential Persons (PIPs), or any family member and known close associates of such persons in their organisation. . Bidders must have regard to the definition of these categories in the FICA. Please note that Immediate family members of Foreign PEPs, Domestic PEPs and PIPs include -

- (a) the spouse, civil partner or life partner;
- (b) the previous spouse, civil partner or life partner, if applicable;
- (c) children and stepchildren and their spouse, civil partner or life partner;
- (d) parents; and
- (e) sibling and step-sibling and their spouse, civil partner or life partner.

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

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

Foreign or Domestic PEP/PIP Declaration

PIP/Foreign or Domestic PEP Declaration for self/family member or close associate:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

5.1.2.I/We declare that we have not acted in any manner which promotes unfairness, contravenes any law or is against public morals. We further certify that we will act in full compliance of these 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

BIDDER'S DISCLOSURE

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.

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

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

[illegible]

3. Bidders' disclosure in respect of independent bidding

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

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



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

.....
Signature

.....
Date

.....
Position/ Designation

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS / PREFERENCE	10*
Total points for Price and SPECIFIC GOALS	100

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

The following Specific goals have been implemented in line with the ACSA Preferential Procurement Policy:

Specific Goals	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
B-BBEE Status Level 1	5	
B-BBEE Status Level 2	4.5	
B-BBEE Status Level 3	4	
B-BBEE Status Level 4	3	
B-BBEE Status Level 5	2	
B-BBEE Status Level 6	0.5	
B-BBEE Status Level 7	0.3	
B-BBEE Status Level 8	0.1	
Black youth majority-owned entities	5	
Non- compliant contributor	0	

To claim preference points, bidders are required to provide the following administrative documentation (all of which will be used to verify points claimed by the bidders):

1. Valid BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Form 5.5: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

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

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

- 1.2 "“affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold, directly or indirectly, other than by way of security interest only, more than 50% of its voting, income or capital;

- 1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement, and being Airports Company;
- 1.4 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.5 “the parties” – the Airports Company and _____.

2. INTRODUCTION

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

3 USE OF CONFIDENTIAL INFORMATION

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

4 NON-DISCLOSURE

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

- 4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.
- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. COPIES

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

6. THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY

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

7. **DURATION**

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

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

11. DOMICILIUM

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

12. GENERAL

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

SIGNED at _____ on _____ day of _____ 202__

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

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

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

TO: Airports Company South Africa SOC Limited (ACSA)

Proposal No: **COR8046/2025**

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the *acquisition of security services for a period of sixty (60) months* in accordance with Airports Company South Africa's requirements.

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

- The undersigned is/are authorised to submit and sign the Proposal that shall be binding on closure of the Bid submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Bid submission.
-

Thus done and signed at		on this the		day of		2025
-------------------------	--	-------------	--	--------	--	------

Signature:	
Name:	

For and on behalf of:

Bidding entity name:	
Capacity:	

FORM 5.7: VAT QUESTIONNAIRE

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

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

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

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

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

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

3. We recommend that the supplier warrants and represents that, where applicable, it is duly registered for VAT under the Value-Added Tax Act 89 of 1991 (the “VAT Act”).
4. Failure to comply with the VAT Act in supplying a valid VAT invoice relating to the Body of Persons will result in Airports Company South Africa SOC Limited being entitled to recover any losses, penalties, and interest suffered. Failure includes but is not limited to the invoice having a VAT number that is not registered to the Joint Venture/partnership/consortium, i.e. if the VAT number supplied relates to one party of the Body of Persons and not the Body of Persons.

The below definitions are in relation to the above requirement.

1. Definitions

1.1 **Person**, as defined in section 1(xxxix) of the VAT Act – includes a public authority, any local authority, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

1.2 **Supplier**, as defined in section 1(liv) of the VAT Act, includes, in relation to any supply of goods or services, means the person supplying the goods or services.

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

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

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

2. Legislative Framework

Section 51 of the VAT Act states that:

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

3. Application of the Legislative Framework

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

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

ANNEXURES

ANNEXURE A	OR TAMBO INTERNATIONAL AIRPORT (LANDSIDE)
ANNEXURE B	OR TAMBO INTERNATIONAL AIRPORT (AIRSIDE)
ANNEXURE C	CAPE TOWN INTERNATIONAL AIRPORT (LANDSIDE)
ANNEXURE D	CAPE TOWN INTERNATIONAL AIRPORT (AIRSIDE)
ANNEXURE E	KING SHAKA INTERNATIONAL AIRPORT (LANDSIDE)
ANNEXURE F	PERMIT REQUIREMENTS



AIRPORTS COMPANY
SOUTH AFRICA

ANNEXURE A OR TAMBO INTERNATIONAL AIRPORT (LANDSIDE)

1. LABOUR

	LABOUR	GRADE	QUANTITY	PRICE PER UNIT PER MONTH (YEAR 1)	TOTAL PRICE PER MONTH (YEAR 1)	TOTAL PRICE YEAR 1
1	Ops Manager	A	1			
2	Site Manager	A	2			
4	Supervisors	B	4			
5	Aviation security guards	C	356			
6	Administrator	C	1			
7	TRT officers (proof of tactical training)	C	16			
TOTAL EXCLUDING VAT						
VAT						
TOTAL INCLUDING VAT						



2. EQUIPMENT COSTS

a. ONCE-OFF COSTS

The below are once off costs that will be paid with the first invoice only.

	TYPE OF EQUIPMENT	QUANTITY	COST PER UNIT	TOTAL ONCE-OFF COSTS
1.	Handheld Metal detector	5		
2.	Baton stick	110		
3.	Torches (rechargeable, with spare batteries and charging units. Once off payment for the device.)	60		
4.	Search mirror with camera	4		
5.	Handheld spotlight (vehicles)	4		
6.	Computer	4		
7.	Bullet proof vests (TRT)	25		
	TOTAL EXCLUDING VAT			
	VAT			
	TOTAL INCLUCDING VAT			



AIRPORTS COMPANY
SOUTH AFRICA

b. RECURRING RENTAL COSTS

TYPE OF EQUIPMENT		QUANTITY	COST PER MONTH PER UNIT	TOTAL COST PER MONTH	TOTAL COST YEAR 1
1	Firearms (Pistol)	10			
2.	Vehicles Double Cab /SUV with minimum 120kw fitted with digital radios/base radio and spotlights. <i>(Used both day and night up to a max of 250 km per shift and able to access airside with the relevant training requirements)</i>	4			
3.	Vehicles Tactical Double Cab /SUV with minimum 120kw fitted with digital radios/base radio and spotlights. (Tactical response patrols)- <i>(Used both day and night up to a max of 250 km per shift and able to access airside with the relevant training requirements)</i>	4			
4.	Digital Hand Radios with spare batteries and chargers	123			
5.	Body Cams with recording for 24 hours and additional battery packs and storage	40			
6.	Cell phones (300 minutes and 3 gig data per device)	1			
7.	Base station radio	1			
8.	Patrol System (guard monitoring) RFID (Provide automated reports and track movement of guards)	1 clock point			



AIRPORTS COMPANY
SOUTH AFRICA

	TOTAL EXCLUDING VAT	
	VAT	
	TOTAL INCLUDING VAT	



AIRPORTS COMPANY

ANNEXURE B OR TAMBO INTERNATIONAL AIRPORT (AIRSIDE)**1. LABOUR**

	LABOUR	GRADE	QUANTITY	PRICE PER UNIT PER MONTH (YEAR 1)	TOTAL PRICE PER MONTH (YEAR 1)	TOTAL PRICE YEAR 1
1	Ops Manager	A	1			
2	Site Manager	A	2			
3	Supervisors	B	4			
4	Administrator		1			
5	Aviation security guards	C	272			
	TOTAL EXCLUDING VAT					
	VAT					
	TOTAL INCLUDING VAT					



2. EQUIPMENT COSTS

a. ONCE-OFF COSTS

The below are once off costs that will be paid with the first invoice only.

	TYPE OF EQUIPMENT	QUANTITY	COST PER UNIT	TOTAL ONCE-OFF COSTS
1	Handheld Metal detector	8		
2	Search mirror with camera	10		
3	Handheld spotlight (vehicles)	4		
4	Bullet proof vests (TRT)	30		
	TOTAL EXCLUDING VAT			
	VAT			
	TOTAL INCLUDING VAT			



AIRPORTS COMPANY

b. RECURRING RENTAL COSTS

	TYPE OF EQUIPMENT	QUANTITY	COST PER MONTH PER UNIT	TOTAL COST PER MONTH	TOTAL COST YEAR 1
1	Firearms (Pistol)	10			
2	Vehicles Double Cab /SUV with minimum 120kw fitted with digital radios/base radio and spotlights. <i>(Used both day and night up to a max of 250 km per shift and able to access airside with the relevant training requirements)</i>	2			
3	Digital Hand Radios with spare batteries and chargers	112			
4	Body Cams with recording for 24 hours and additional battery packs and storage	60			
5	Cell phones (300 minutes and 3 gig data per device)	1			
6	Base station radio	1			
7	Patrol System (guard monitoring) RFID (Provide automated reports and track movement of guards)	54 clock points			
	TOTAL EXCLUDING VAT				
	VAT				
	TOTAL INCLUDING VAT				



ANNEXURE C CAPE TOWN INTERNATIONAL AIRPORT LANDSIDE

1. LABOUR

	LABOUR	GRADE	QUANTITY	PRICE PER UNIT PER MONTH (YEAR 1)	TOTAL PRICE PER MONTH (YEAR 1)	TOTAL PRICE YEAR 1
1	Ops Manager	A	1			
2	Site Manager (including Swartklip)	A	2			
3	Supervisors (including Swartklip)	B	6			
4	Administrator	C	1			
5	Aviation Security Guards (including Swartklip)	C	112			
	TOTAL EXCLUDING VAT					
	VAT					
	TOTAL INCLUDING VAT					



2. EQUIPEMENT COSTS (INCLUSIVE OF SWARTKLIP)

a. ONCE-OFF COSTS

The below are once off costs that will be paid with the first invoice only.

	TYPE OF EQUIPMENT	QUANTITY	COST PER UNIT	TOTAL ONCE-OFF COSTS
1	Handheld Metal detector	5		
2	Baton stick	110		
3	Torches (rechargeable, with spare batteries and charging units. Once off payment for the device.)	60		
4	Search mirror with camera	4		
5	Handheld spotlight (vehicles)	4		
6	Computer	4		
7	Bullet proof vests (TRT)	25		
	TOTAL EXCLUDING VAT			
	VAT			



AIRPORTS COMPANY
SOUTH AFRICA

TOTAL INCLUDING VAT

b. RECURRING RENTAL COSTS

	TYPE OF EQUIPMENT	QUANTITY	COST PER MONTH PER UNIT	TOTAL COST PER MONTH	TOTAL COST YEAR 1
1	Firearms (Pistol)	10			
2	Vehicles Double Cab /SUV with minimum 120kw fitted with digital radios/base radio and spotlights. <i>(Used both day and night up to a max of 250 km per shift and able to access airside with the relevant training requirements)</i>	4			
3	Digital Hand Radios with spare batteries and chargers	70			
4	Body Cams with recording for 24 hours and additional battery packs and storage	20			
5	Cell phones (300 minutes and 3 gig data per device)	1			
6	Base station radio	4			
7	Patrol System (guard monitoring) RFID (Provide automated reports and track Movement)	1 clock point			
	TOTAL EXCLUDING VAT				
	VAT				



AIRPORTS COMPANY
SOUTH AFRICA

	TOTAL INCLUDING VAT	
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AIRPORTS COMPANY
SOUTH AFRICA

ANNEXURE D CAPE TOWN INTERNATIONAL AIRPORT AIRSIDE

1. LABOUR

	LABOUR	GRADE	QUANTITY	PRICE PER UNIT PER MONTH (YEAR 1)	TOTAL PRICE PER MONTH (YEAR 1)	TOTAL PRICE YEAR 1
1	Ops Manager	A	1			
2	Site Manager	A	2			
3	Supervisors	B	3			
4	Aviation Security Guards	C	186			
5	Administrator		1			
	TOTAL EXCLUDING VAT					
	VAT					
	TOTAL INCLUDING VAT					



2. EQUIPMENT COSTS

a. ONCE-OFF COSTS

The below are once off costs that will be paid with the first invoice only.

	TYPE OF EQUIPMENT	QUANTITY	COST PER UNIT	TOTAL ONCE-OFF COSTS
1	Handheld Metal detector	8		
2	Search mirror with camera	7		
3	Handheld spotlight (vehicles)	2		
4	Computer	4		
	TOTAL EXCLUDING VAT			
	VAT			
	TOTAL INCLUDING VAT			

**b. RECURRING RENTAL COSTS**

	TYPE OF EQUIPMENT	QUANTITY	COST PER MONTH PER UNIT	TOTAL COST PER MONTH	TOTAL COST YEAR 1
1	Firearms (Pistol)	10			
2	Vehicles Double Cab /SUV with minimum 120kw fitted with digital radios/base radio and spotlights. <i>(Used both day and night up to a max of 250 km per shift and able to access airside with the relevant training requirements)</i>	2			
3	Digital Hand Radios with spare batteries and chargers	112			
4	Body Cams with recording for 24 hours and additional battery packs and storage	20			
5	Cell phones (300 minutes and 3 gig data per device)	1			
6	Base station radio	1			
7	Kiosk guardhouse	11			
8	Guardhouse toilet	11			
11	Patrol System (guard monitoring) RFID. (provide automated reports and track movement of guards)	26 clock points			



AIRPORTS COMPANY
SOUTH AFRICA

	TOTAL EXCLUDING VAT	
	VAT	
	TOTAL INCLUDING VAT	



ANNEXURE E KING SHAKA INTERNATIONAL AIRPORT LANDSIDE

1. LABOUR

	LABOUR	GRADE	QUANTITY	PRICE PER UNIT PER MONTH (YEAR 1)	TOTAL PRICE PER MONTH (YEAR 1)	TOTAL PRICE YEAR 1
1	Site Manager	Grade A	1			
2	OPS Manager	Grade A	2			
3	Supervisors	Grade B	4			
4	Administrator	Grade C	1			
5	Aviation Security Guards (D)	Grade C	55			
	TOTAL EXCLUDING VAT					
	VAT					
	TOTAL INCLUDING VAT					



2. EQUIPMENT COSTS

a. ONCE-OFF COSTS

The below are once off costs that will be paid with the first invoice only.

	TYPE OF EQUIPMENT	QUANTITY	COST PER UNIT	TOTAL ONCE-OFF COSTS
1	Handheld Metal detector	4		
2	Baton stick	29		
3	Torches (rechargeable, with spare batteries and charging units. Once off payment for the device.)	30		
4	Search mirror with camera	4		
5	Handheld spotlight (vehicles)	2		
6	Computer	4		
7	Bullet proof vests (TRT)	4		
	TOTAL EXCLUDING VAT			
	VAT			
	TOTAL INCLUDING VAT			



AIRPORTS COMPANY
SOUTH AFRICA

b. RECURRING RENTAL COSTS

	TYPE OF EQUIPMENT	QUANTITY	COST PER MONTH PER UNIT	TOTAL COST PER MONTH	TOTAL COST YEAR 1
1	Firearms (Pistol)	10			
2	Vehicles Double Cab /SUV with minimum 120kw fitted with digital radios/base radio and spotlights. <i>(Used both day and night up to a max of 250 km per shift and able to access airside with the relevant training requirements)</i>	3			
3	Digital Hand Radios with spare batteries and chargers	40			
4	Body Cams with recording for 24 hours and additional battery packs and storage	20			
5	Cell phones (300 minutes and 3 gig data per device)	1			
6	Base station radio	1			
7	Patrol System (guard monitoring) RFID. (provide automated reports and track movement of guards)	1 clock point			
	TOTAL EXCLUDING VAT				
	VAT				
	TOTAL INCLUDING VAT				

ANNEXURE F PERMIT REQUIREMENTS

Please see the following attached permit information (attached separately from the tender):

Annexure F1 PERMITS AND TRAINING COSTS

Annexure F2 BACKGROUND CHECKS

Please also find the below information on the permit disqualification criteria (please make sure that all resources are eligible for a permit):

Non-Eligibility (Disqualifying Criteria)

No Company Personal Security permit shall be issued to applicants who have previous convictions in terms of the Criminal Procedures Act 51 of 1977 and the Civil Aviation Act, except where the applicant has shown that he/she has been granted amnesty, was acquitted by a Court of law or committed the crime ten (10) years ago.

If a warrant of arrest of an applicant has been issued by a South African or Foreign court, and he/she has not appeared in court on the relevant charges. If a trial in which the accused is charged with an offence listed in the scheduled offences, Criminal Procedure Act 51 of 1977, is pending.

If the applicant is not in possession of:

- A valid South African identity document
- Or have a foreign ID without a Visa,
- Or have a foreign ID without a working permit,
- Or have a foreign ID without a temporary or permanent residence permit.
- No permit shall be issued to children under the age of sixteen (16) years.

If for any other reason the issuing of a permit to the applicant poses a threat to the aviation safety and security of the airport or to any persons or property at the airport and if the applicant was a previous permit holder and the permit was cancelled due to misconduct, If a person fails to produce an expired permit on renewal of the permit or under investigation by the company or any other entity/authority – the Company reserves the right to issue or withdraw the permit without notice.