



Request for Proposals for the Provision of Pest Control Services for a Period of Five (5) years at Airports Company South Africa - King Shaka International Airport

Bid Number: : KSIA7075/2023/RFP

Issue Date : 25 April 2023

Query Closing Date : 15 May 2023

Briefing Session Date : 3 May 2023 @ 11:30 AM (COMPULSORY)

Site Meeting Date (Non-Compulsory) : 4 May 2023 @ 11:30 AM (NON-COMPULSORY)

Site Inspection Requirements : Non-Compulsory Meeting at MSO (Multi Storey Office) Building, King Shaka International Airport, La Mercy, Near the Pickup zone, Ground Floor.

Bid Closing Date and Time : **25 May 2023 @ 11 AM**

Tel +27 11 723 1400 Fax +27 11 453 9354
Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofo (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatswayo, Dr KH Badimo, F Sefara (Company Secretary)

1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP 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. The bottom of each page of the bid documents must be **signed or stamped** with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before 11AM on 25 of May 2023 using the following method:

1.1.1. Hand delivery:

The bid document must be delivered to the address below and must be addressed as follows:

Airports Company South Africa SOC Ltd

King Shaka International Airport

La Mercy

MSO (Multi Storey Office) Building, Ground Floor, Reception

Near the Pickup zone

- Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.

1.1.2. Proposals must both be in printed format (**an original and a copy**). The original will be legal and binding, in the event of discrepancies between any of the submitted documents; the original will take precedence.

1.2. Alternative Bids

As a general rule ACSA only accepts bids which have been prepared in response to the bid invitation. However, for this bid alternative bids will be accepted provided the alternative bid is accompanied by the original bid response which materially complies with the specifications of this bid invitation, an offer which materially complies with the requirements of this bid. Alternative bids will also be evaluated using the pre-determined evaluation criteria stipulated in this bid document.

1.3. **Late Bids**

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

1.4. **Clarification and Communication**

Name: Johnson Mji

Designation: Senior Buyer

Tel: 071 600 3793

Email: Procurement3.KSIA@airports.co.za

1.4.1. Request for clarity or information on the bid may only be requested until 15 of May 2023. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal.

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

1.5. **Compulsory Briefing Session**

A compulsory briefing session will be held on 3 of May 2023 at 11:30 (AM). The session will be held at the following location:

Microsoft Teams Link

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 392 201 575 344

Passcode: YFqzuF

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+27 21 834 0841,,999946295#](tel:+27218340841999946295) South Africa, Cape Town

Phone Conference ID: 999 946 295#

[Find a local number](#) | [Reset PIN](#)



[Learn More](#) | [Meeting options](#) | [Legal](#)

1.6. Bid Responses

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

1.7. Disclaimers

It must be noted that ACSA reserves its right to:

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

1.8. Validity Period

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

1.9. Confidentiality of Information

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

1.10. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za

SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

2.1 Background and/or Purpose of this Bid

Airports Company South Africa is focused on creating and operating world class airports measuring up to international standards. As such Airports Company South Africa will require the services of a Pest Control Service provider that will ensure this standard is maintained. The key objective is to provide Pest Control treatment to ACSA infrastructure in line with relevant and applicable standards, regulations, legislation, and industry best practise.

2.2 Scope of Work

This service will cover complete pest control services at the King Shaka International Airport precinct that will ensure the site remains pest free.

Chemicals and Consumable Requirements:

- Provide the scheduled chemical and consumables on a monthly basis.
- Always ensure that chemicals and consumables are correctly stored as per legislation, regulation and standard for the specific chemical or consumable. This may result in the service provider having to store chemicals of site in a suitable storage area to ensure compliance.

General Requirements:

- Transport - Provide the necessary on-site transportation to ensure onsite mobility. At the request of ACSA the service provider may be requested to perform an offsite function. In such instances the vehicle will be used to attend to the request.
- Equipment – Provide the necessary tools and equipment to carry out the specified activities. A list of tools and equipment that will be provided must be submitted in the bidder’s proposal.
- Third Party Procurement – A provisional sum has been set aside each month for third party requirements such as purchases of chemicals, consumables, equipment, materials, rentals and services.

Site Pest Control Operator on Site Duties and Requirements:

- On a daily basis carry out scheduled treatments;
- Attend to calls raised through the ACSA help desk;
- Compile and submit monthly reports;
- Provide proof of registration as a Pest Control Operator (structural pest control and fumigation) in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947); and relevant experience.

Supplementary Pest Control Operator Duties and Requirements:

- The Supplementary Pest control operator would be needed when the Site Pest Control operator is not available.
- This person will also be needed once a month to attend after hours treatment as per programme from 15h00 to 03h00.
- Provide proof of registration as a Pest Control Operator (structural pest control and fumigation) in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947); and relevant experience.

Pest Control Contract Manager / Supervisor Duties:

- The supervisor is required to come through to the site once (1) a month to audit the work of the pest control operators. The audit shall identify weaknesses, shortcomings, areas of improvement in the services. Remedial measures are to then be developed and implemented.
- Provide ACSA with a complete monthly report detailing all activities for the month.
- Provide management oversight for the service and ensure the service is managed as per requirements.

Specialised Treatments:

- The removal / treatment for stinging insects such as bees / wasps etc shall be scheduled on a call out basis. The call out shall be separated into two (2) categories.
 - Emergency Call Outs – Key personnel to report to site within 45 minutes from the call being made.
 - Normal Call Outs – Key personnel to report to site within 24 Hours of the call being made.

The service provider must ensure that the necessary equipment and personal protective equipment is allowed for.

- The removal / treatment for termites, feral cats, bird and bird nest removal shall be performed by the site-based pest control operator during normal working hours. Chemicals, consumables, equipment, rentals, services will be sourced through third party procurement should the need arise.
- The contractor may be requested to provide additional services which may include specialised assessments, testing, prescribing of remedial treatments and implementing agreed solutions in instances where a previously unknown pest infestation / problem occurs.

Occupational Health & Safety:

- Prepare & submit a compliant safety file for approval;
- Maintain safety file for the duration of the contract;
- Ensure health and safety regulations, legislations and standards are adhered to at all times;
- Provide the necessary safety trainings, safety equipment and personal protective equipment needed for all staff executing work.

Provisional Sums:

- ACSA issue permits, ACSA rentals, Adhoc Requirements
- ACSA issue permits and rentals shall be at net cost. No Mark up allowed

2.2.1 Minimum Scope of Work Requirements

Lead Times

The service will be required to commence upon concluding of contracts with the awarded bidder. The contractor will be allowed 14 Days to start up the service once contracts are signed.

Note: The service start date maybe brought forward due to operational needs of ACSA. This will be agreed with the appointed contractor.

Bidders Previous Experience

It is expected that the bidder demonstrates experience from at least two (2) other services which are similar to the service that will be carried out at ACSA KSIA. Each service shall have a minimum duration of one (1) year.

Experience, Qualifications & Certifications

Site Based Pest Control Operator

The site-based pest control operator shall possess a minimum of three (3) years of experience as a pest control operator.

The site-based pest control operator shall be a registered pest control operator with a valid registration number which is issued in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and stock remedies Act (Act 36 of 1947. Proof of registration with the department of agriculture must be provided)

Supplementary Pest Control Operator

The supplementary pest control operator shall possess a minimum of one (1) year of experience as a pest control operator.

The supplementary pest control operator shall be a registered pest control operator with a valid registration number which is issued in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and stock remedies Act (Act 36 of 1947. Proof of registration with the department of agriculture must be provided)

Contract Manager

The contract manager shall possess a minimum of two (2) years overall experience in the pest control industry in a supervisory / management capacity.

Note: The contract manager is NOT required to be a full-time resource.

Professional Membership

Bidders are encouraged to have membership in Pest Control industry bodies. ACSA has not prescribed a specific body and bidders are free to align to a suitable professional body within the industry.

SERVICE LEVEL AGREEMENT

Operational hours

Normal airport operational hours shall be regarded as being **from 04:00 (Commencement of airport operations) to 00:00 (end of airport operations)** for every day of the year. However, this time will vary on a day-to-day basis based on the flight schedules for the day.

The service will be required as follows:

Monday to Friday – 08:00am – 16:30pm (8 Hour Shift)

Note:

- The pest control operator will report for night duty on the last Friday day of every month. The operator will report to site and commence with monthly treatments at 15:00 and complete the treatment by 03:00 the next morning.
- The supplementary pest control operator will report for work on the last Friday of every month to provide assistance to the full time operator. The supplementary operator will report to site at 15:00 and complete their duties by 03:00 the next morning.
- The supplementary operator will also need to work in instances where the full-time operator is not available as a replacement to ensure continuity of service.
- Where work is required in areas that will impact passengers, airport operations or both then the contractor will only be permitted to work after operational hours on the day and must stop works and vacate site before operations commence the next day. Where night work is required, the operator will be granted time off to compensate for the hours worked at night.
- Airport operational hours may be amended by the Service Manager from time to time and (within reason) this shall have no impact on the Contractors fee and rates.





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Performance Management

Key Performance Area	When	Target	Low Performance Damage
1. Treatments completed on time as agreed between client and contractor	Always	Complete each work request / work order / task order within the time agreed between the contractor and client in line with relevant ACSA procedures which will vary between 1 day and 7 days depending on the nature of works.	R500 damages to be deducted from the value of the work request / work order / task order for every week delayed (7-day period)
2. Preventative Maintenance Schedules	Monthly	Complete each preventative maintenance schedule within the time allocated.	R500 in low performance damages for failure to complete the schedules within the allocated time.
3. Call Outs	As needed	Emergency Call Outs - Within 45 minutes from notification Normal Call Outs – Within 24 hours from notification	R250 in low performance damages for failure to respond in the specified time. More than 3 failures or repeat failures will result in further consequence management in line with the provisions of the contract.
4. Staff compliment to be suitably qualified and experienced	Always	The contractor must ensure that there is always qualified and experienced staff to attend to the works as set out in the specifications	Unqualified staff will be asked to vacate site and must be replaced immediately. A deduction will be made on the contractors claim to offset costs. Costs due will be calculated pro – rata to the time qualified personnel had been present on site for the month executing duties. Repeat occurrences will result in further consequence management in line with provisions of the contract.
5. Housekeeping	Always	Contractor allocated areas must always be neat, tidy, and hygienically clean	R250 in low performance damages for every deviation found.
6. Safety & Environmental Compliance	Always	Always adhere to Safety and Environmental policy, procedure, regulation and legislation	Per ACSA safety & environmental requirements
7. Failure management	Always	Ensure there are no repeat pest related issues.	To attend to issue per industry standard at own cost. More than 3 repeat failures will result in further consequence management in line with the provisions of the contract.
8. Reporting	Monthly	Quality parameters as per specification in scope. Frequency of submission = Monthly report of all pest control activities and treatments completed by agreed date.	R250 per deviation



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Parties agree to the above low service damages table. The low service damages do not influence the calculation of the contract sum/value.

I, _____ (name & surname) of _____ (company) agree to the above conditions and acknowledge ACSA's right to impose low performance damages should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

In addition to the low services Damages table, contractors will be evaluated on the following on a continuous basis:

Safety & Housekeeping	Information / Safety / warning sign(s) in place/Apology sign/ Out of Order signs
	Isolation / cordon / barricading off area
	Suitable toolbox/tool bag to carry tools and equipment through the facility (Ensure tools, equipment and materials is always concealed when carried through the facility)
Security	Permit card always clearly visible
	Clear sign of the name of contractor
Reliability	No repeat incident on equipment
	Adherence to SLAs
	Availability of equipment as per contract
	Routine inspection and assessment of operations
Finance	Competence of staff
	Invoices submitted on time and with correct order numbers.
Uniforms	Cost control and efficiency improvements
	To be properly dressed in overalls with company name for identification
Quality of workmanship	Work to be done according to correct practices and standards.
	Workmanship to be of a good quality
Submission of safety documents on a regular basis	Adhering to OHS Act & ACSA safety requirements, processes, and procedures.

2.3 Pricing Schedule

In contract, the works to be done will be instructed via a Task Order (X19) by the Service Manager or their delegated representative.

The work specification of what the activities entail is outlined in detail under Part C3 and under section 2 of the tender document. All rates shall include labour, plant and machinery costs and all related and incidental costs to fully execute the work / activity.

NOTE TO TENDERER:

- The schedule is formulated to be assessed on activities completed per month. However, work shall only be done with instruction via a Task Order. This may result in the quantity / frequency being amended to a quantity / frequency lower or higher than indicated in the schedule, as per the business need.
- Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations.
- Permits and Induction shall be paid at cost and shall be paid on proven cost. The Contractor shall provide proof of personnel that attended the Induction and received a permit. No mark up on ACSA issue permits.
- Before a Permit is issued, a Police Clearance will be done. No permit will be granted to persons who are not in good standing in respect of criminal record.
- Bidders to note that any changes in the staff / resources between permit renewal cycles is for the cost of the Contractor.



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PRICE SCHEDULE FOR ONE (1) MONTH

MONTHLY MATERIALS / CHEMICALS TO BE SUPPLIED (PROVISIONAL)						
	DESCRIPTON	Unit	Quantity	Rate	Total	Comments / Information
1	Racumin (Rodents) to be used at bait stations and burrow treatment. this chemical is compulsory	Kg	30	R	R	or equivalent chemical
2	Maxforce Gel or Goliath Gel	Tubes	40	R	R	or equivalent chemical
3	Alphathrin or Maxxthor	Litres	10	R	R	or equivalent chemical
4	Materials, Consumables, Tools & Equipment for servicing and maintaining existing fly traps	No	5	R	R	Existing electric flytraps
TOTAL CARRIED TO SUMMARY					R	All chemicals and materials used must be registered with Department of Agriculture & prevents secondary poisoning.

MONTHLY OPERATIONAL COSTS						
	DESCRIPTON	Unit	Quantity	Rate	Total	Comments / Information
5	Transport	Monthly	1	R	R	Based on estimated KM 2000
6	Tools & Equipment	Monthly	1	R	R	Bidder to submit list of tools & Equipment that will be provided that is aligned to the scope of works
7	Third Party Procurement (Provisional)	Monthly	1	R2 000,00	R2 000,00	Would be paid based on proven cost
8	Mark up on Third Party Procurement	%		R2 000,00	R	Would be paid based on proven cost
TOTAL CARRIED TO SUMMARY					R	



MONTHLY LABOUR COSTS						
	DESCRIPTON	Unit	Quantity	Rate	Total	Comments / Information
9	Contract Manager / Supervisor	No	1	R	R	Supervision & Monthly Audit
10	Pest Control operator based permanently on site	Item	1	R	R	Normal working hours during weekdays for a period of 1 month. Bidders must make allowance for night work on 1 day per month per the scope of works.
11	Supplementary pest control operator	Item	1	R	R	Needed once a month, to service after hours. Areas as per scope of work. Needed to replace on site operator in instance of leave.
12	Pest Control operator - After Hours Rate	Hours	1	R	R	After Hours All times outside of normal working hours regardless of day of the week, public holidays, holidays etc. Normal working hours is: 08:00am - 16:30pm Monday to Friday
TOTAL CARRIED TO SUMMARY					R	
MONTHLY ADHOC ALLOWANCES (PROVISIONAL)						
	DESCRIPTON	Unit	Quantity	Rate	Total	Comments / Information
13	Pest Control Operator - Normal Call Out	No	1,00	R	Rate Only	Call out will only apply if outside of normal working hours. Each call out to be based on 3 hours spent on site.
14	Pest Control Operator - Emergency Call Out	No	1,00	R	R	Call out will only apply if outside of normal working hours. Each call out to be based on 3 hours spent on site.
15	Bee Removal / Wasp Removal / Swarming Stinging insect removal - Normal Call Out	No	1,00	R	Rate Only	Call out will apply at any time of day or night. The bidder shall ensure removal of Bees / Wasps / Swarming Stinging Insects is always carried out by competent personnel that are well equipped with the required consumables, materials, tools & equipment and shall ensure that the removal is completed in accordance with prevailing legislation, regulation & industry best practice.



16	Bee Removal / Wasp Removal / Swarming Stinging insect removal - Emergency Call Out	No	1,00	R	R	Call out will apply at any time of day or night. The bidder shall ensure removal of Bees / Wasps / Swarming Stinging Insects is always carried out by competent personnel that are well equipped with the required consumables, materials tools & equipment and shall ensure that the removal is completed in accordance with prevailing legislation, regulation & industry best practice.
TOTAL CARRIED TO SUMMARY					R	
MONTHLY SAFETY REQUIREMENTS						
	DESCRIPTON	Unit	Quantity	Rate	Total	
17	Safety Compliance (Safety Files, Training, PPE etc)	Month	1	R	R	Ensure full compliance with the requirements of the occupational health and safety act, other relevant legislation, regulation and industry best practise as well ACSA policy and procedures. Compliance includes but is not limited to Preparation, submission & approval of a safety file, maintenance of the safety file through the contract period, training as required (inclusive of working at heights), staff medicals, provision of PPE etc
MONTHLY PROVISIONAL ALLOWANCES						
	DESCRIPTON	Unit	Quantity	Rate	Total	
18	Permit & training costs - Provisional		1	R 2 500,00	R2 500,00	Provision for ACSA issue permits. ACSA issue permits will be reimbursed at cost. No mark up allowed. ACSA will reimburse the contractor for the initial issue of permits and subsequent renewals per the renewal cycle for each permit. Where new permits are needed on account of changes effected by the contractor/contractor staff, then the cost of those permits shall be for the account of the contractor.



ANNUAL SUMMARY			
DESCRIPTON	MONTHLY TOTAL	ANNUAL TOTAL	COMMENTS
MONTHLY MATERIALS / CHEMICALS TO BE SUPPLIED (PROVISIONAL)	R SOUTH AFRICA	R	
MONTHLY OPERATIONAL COSTS	R	R	
MONTHLY LABOUR COSTS	R	R	
MONTHLY ADHOC ALLOWANCES (PROVISIONAL)	R	R	
MONTHLY SAFETY REQUIREMENTS	R	R	
MONTHLY PROVISIONAL ALLOWANCES	R	R	
	R	R	
TOTAL MONTHLY AND ANNUAL COST	R	R	Annual Cost Carried to five (5) year summary
FIVE (5) YEAR SUMMARY			
DESCRIPTON	CPI %	ANNUAL TOTAL	COMMENTS
Year 0 - 1	0%	R	No Escalation in year one
Year 1 - 2	5%	R	
Year 2 - 3	5%	R	
Year 3 - 4	5%	R	
Year 4 - 5	5%	R	
TOTAL CONTRACT VALUE FOR FIVE (5) YEARS – EXCLUDING VAT		R	
	VALUE ADDED TAX (VAT) – 15%	R	
TOTAL CONTRACT VALUE FOR FIVE (5) YEARS - INCLUDING VAT		R	

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

SECTION 3: EVALUATION CRITERIA

3.1 Evaluation Criteria

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

3.1.2 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.

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7	Stage 8
Check if all the documents have been received	Mandatory Requirements	Check if minimum local content and production thresholds have been met (if applicable)	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Objective Criteria	Post tender negotiations	Security Vetting

3.3 Mandatory Requirements

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

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Completed and signed Form of Offer and Acceptance (Refer Contract Document attached as A)	
Completed and signed Declaration of Interest Form and Politically Exposed Persons. Page 23 of 47	
Completed and signed SBD 4 Bidder's Disclosure Form. Page 26 of 47	

Completed and signed SBD 6.1 Preference Points Claim Form. Page 28 of 49	
Completed and signed SBD 6.2 Declaration for local content and production for PPPFA designated sectors. Page 33 of 47	
Completed and signed Confidentiality and Non-Disclosure Agreement. Page 37 of 47	

3.4 Local Content and Production

Bidders must complete and return SBD 6.2 (Declaration of Local Content and Production form) on the closing date and time of this bid. ACSA will disqualify any bidder which has not submitted the SBD 6.2 and the supporting Annexures (C, D and E) forms on the closing date and time. The form must be completed under Section 5 of the bid document

3.5 Functionality

The functionality evaluation will be conducted by the end-user/operations/the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria. The criteria will be as follows:

3.5.1. Functionality Criteria

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of 60 % on the functional stage will not be considered further in the evaluation. The thresholds on each sub criteria/element must be achieved and are as follows:

FUNCTIONALITY / TECHNICAL CRITERIA

#	Evaluation Criteria	Sub-Criteria	Threshold	Sub Points	Total Weighted Points
1.	Bidders Previous Experience		20	50	50
1.1	Bidders previous experience in Pest Control Services NB: Only reference letters / letters of completion in the referee's letter head from commercial services/ projects will be considered.	Minimum two (2) relevant / similar services carried out by the bidder in the past 10 years <ul style="list-style-type: none"> Only services that have a duration of one year or more will be considered. Relevant – Similar shall mean commercial high traffic environments such as airports, malls, train stations, conference centres etc. This list is not exhaustive, the bidder shall ensure that sufficient clarity is provided regarding scope of the project / service. 10 points per relevant/similar service / project up to a maximum of 50 points. Scores for each service/project will be added cumulatively to arrive to a total score.	20	50	
2.	Key Team Members Experience (All pest control operators that the service provider supplies to render the service must be registered as Pest Control Operators in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947. Proof of registration with the department of Agriculture MUST be provided)). Please submit completed CVS for key team members which clearly state experience, qualification and references on the attached C template.		30	45	50
2.1	Pest Control Operator for Pest Control Services Field of Registration: Structural	Minimum of Three (3) year(s) overall experience as a pest control operator. Allocate 1 point per year up to a maximum of 8 years / points Registered Pest Control Operator with valid registration number confirming certification	3 12	8 12	
2.2	Supplementary Pest Control Operator for Pest Control Services Field of Registration: Structural	Minimum of One (1) year(s) overall experience as a pest control operator. Allocate 1 point per year up to a maximum of 5 years / points Registered Pest Control Operator with valid registration number confirming certification	1 12	5 12	
2.3	Contract Manager (Note: The contract manager will not be site based but will be needed for general contract management duties to ensure the service is executed successfully, attend meetings, perform scheduled audit's and ensure reports are produced on time to the required quality)	Minimum of Two (2) year(s) overall experience in the pest control industry in a supervisory/management capacity. Allocate 1 point per year up to a maximum of 8 years / points	2	8	
3.	Professional Membership		0	5	5
3.1	Bidder is a member of a professional body / organization that is for the pest control services industry	Points will be allocated to bidders who submit proof of membership to such body/organisation	0	5	
TOTAL POINTS - Bidders must score a minimum of 50 points of 100 points to be considered for further evaluation			50	100	100

3.5.2. Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million*. A maximum of 80 points is allocated for price based on the following formulae:

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

Where:

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

Evaluation of Preference

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

Paste applicable goal here:

Specific Goals	Score	
	20	
51% owned by Black male and Black women and Black youth and People living with disabilities	20	
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must be achieved)	15	
51% owned by Black male or Black women or Black youth or People living with disabilities	10	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Other	0	

3.5.3. Objective Criteria N/A

3.5.3.1. Prescribed objective criteria for this bid. N/A

3.5.4.

SECTION 4: RETURNABLE 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. The mandatory documents and information are as follows:

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Completed and signed Form of Offer and Acceptance. Please see attached under A	
Completed and signed Declaration of Interest Form and Politically Exposed Persons. Page 23 of 47	
Completed and signed SBD 4 Bidder’s Disclosure Form. Page 26 of 47	
Completed and signed SBD 6.1 Preference Points Claim Form. Page 28 of 47	
Completed and signed SBD 6.2 Declaration for local content and production for PPPFA designated sectors. Page 33 of 47	
Completed and signed Confidentiality and Non-Disclosure Agreement. Page 37 of 47	

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 documents are as follows:

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit	

Verifiable medical certificate of report as proof of disability (For preference claims)	
Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)	
Names and identity numbers of Directors, / Trustees / Members / Shareholders and Senior management	
Certificate of Incorporation of the bidding entity showing ownership split	
Central Supplier Database Report (CSD)	
I.D. document for Directors / Trustees / Members / Shareholders and Senior management of the bidding entity)	

4.3 Validity of submitted information

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

SECTION 5: RETURNABLE DOCUMENTS

5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

Making a Declaration

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

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

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

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

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

Full name of the bidder or representative of the bidding entity _____

Identity Number _____

Position held in the bidding entity _____

Registration number of the bidding entity _____

Tax Reference number of the bidding entity _____

VAT Registration number of the bidding entity _____

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

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

PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

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

Signature

Date

Position

Name of bidder

5. 2 BIDDER’S DISCLOSURE FORM SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

- 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 PREFERENCE POINT SYSTEMS

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

80/20

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

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. N/A

4. POINTS AWARDED FOR SPECIFIC GOALS

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

be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	20	
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
51% owned by Black male or Black women or Black youth or People living with disabilities	10	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Other	0	

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:

5.4 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS SBD 6.2

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold

XXXXX _____ XX%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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 date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3 USE OF CONFIDENTIAL INFORMATION

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

4 NON-DISCLOSURE

- 4.1 THE RECEIVING PARTY undertakes that –
- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.
- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. COPIES

- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".

- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –
- 5.2.1 where copies of the confidential Information are held;
 - 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
 - 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

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

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

7. **DURATION**

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

8. **TITLE**

- 8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
- 8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.

- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
 - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
 - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.
12. **GENERAL**
- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.

12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____ day of _____ 202__

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202__

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

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

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

Proposal No: _____

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the Provision of Pest Control Services in accordance with Airports Company South Africa's requirements.

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

- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		202
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Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	