

**Request for Proposals for the Supply and Deliver Slashers, Tractors, Petrol Cylinders, Brush Cutters, Chain Saws, Mowers, and Sprayer for a Period of 12 months at Airports Company South Africa Chief David Stuurman Airport**

**Bid Number:** : PEA7053/2022/RFP

**Issue Date** : 27 June 2023

**Query Closing Date** : 17 July 2023

**Briefing Session date and Time** : **10 July 2023 11 a.m. (COMPULSORY SESSION)**  
**Join via the link below (next page) Page 2**

**11 July 2023 11 a.m. (Non-Compulsory) Site Meeting**

Contact person: Apendule Nxitywa

Contact information

**Site Inspection Requirements:**

**Date, Time, Venue and contact details** :

1. contact cell number: 0820835199
2. contact telephone number: 0415077379
3. contact email: [apendule.nxitywa@airports.co.za](mailto:apendule.nxitywa@airports.co.za)
4. Meeting location: Arrivals information desk, next to SAPS terminal offices.

Parking will be on staff parking off of Boeing Street by the ACSA airside entrance main gate in from of the helicopter training school

Permit Fee: R30 per person inclusive of VAT

PPE: Reflective vest/jacket, Closed shoes/safety shoes

ID: Original ID or Original Passport



**Bid Closing Date and Time**                      **27 July 2023 11 a.m.**

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**PLEASE JOIN COMPULSORY BRIEFING SESSION MEETING VIA THE LINK BELOW**  
**DATE: 10 July 2023**  
**TIME: 11 a.m.**

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 324 569 304 018  
Passcode: XybU3x

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## 1. SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to RFP documents

Tenders are available on [www.etenders.gov.za](http://www.etenders.gov.za) and [www.airports.co.za](http://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 11(A.M.) on 27 of July 2023 using the following method:

#### 1.1.1. Email submissions:

The bid documents must be sent to the following email address:

[Procurement3.KSIA@airports.co.za](mailto:Procurement3.KSIA@airports.co.za)

- Bidders must not email their submission as one big attachment. Kindly break your submission in at **least (04) four or more attachments of 4mb each.**
- Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.

### 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.



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1.4. **Clarification and Communication**

Name: Johnson Mji

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Designation: Senior Buyer

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Tel: 071 600 3793

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Email: [Procurement3.KSIA@airports.co.za](mailto:Procurement3.KSIA@airports.co.za)

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1.4.1. Request for clarity or information on the bid may only be requested until **17 of July 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 and Non-Compulsory Site Inspection Session**

**A Compulsory briefing session will be held on 10 of July 2023 at 11 A.M. The session will be held at the following location: Microsoft Teams. Please join via the link attached above. Page 2 above**

A Non-Compulsory site meeting will be held on 11 of July 2023 at 11 A.M. The session will be held at the above address: Please see details and requirements above. **THIS IS NOT COMPULSORY**

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.



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**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**

Airports Company South Africa SOC Ltd (the Company) owns and manages nine South African airports. The Company is involved in equity investments abroad and provides technical advisory and consultancy services to other airports nationally and worldwide. Our majority shareholder is the South African Government (74.6%). In line with the government's objectives, we focus on creating sustainable value that positively impacts our business, our people and society, and our environment. These elements are the core tenets of our Sustainability Framework.

The company has the South African Government through the Department of Transport as a major shareholder and thus regarded as a state-owned company (SOC) in terms of the Public Finance Management Act (PFMA). The company is legally and financially autonomous and operates under commercial law.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim. This is also shown in the latest ratings for example, O.R. Tambo, Cape Town and King Shaka international airports rated first, second and third respectively in the Best Airport ACI-ASQ awards for Africa.

### **2.2 Purpose of this Tender (\*Detail the purpose of this tender, the historical background and how it will assist ACSA)**

The purpose of this tender is to seek suitably qualified bidders to supply and deliver three (3) tractors for Chief Dawid Stuurman International Airports over a period of 12 months. This tender will be awarded to a successful bidder based on meeting the technical requirements as specified in the scope of work below:

### **2.3 Scope of Work**

The scope of work for this tender is to obtain competitive bids for the supply and delivery of three (3) tractors for Chief Dawid Stuurman International Airport.

The minimum specifications for the tractor are listed below:

- a) Supply of the tractors with implements, grass cutting equipment and paint machine as per specifications.

<b>TRACTOR SPECIFICATIONS</b>	
<b>Engine capacity</b>	: min 80KW to 120KW
<b>Engine Torque</b>	: must have enough torque to pull F60/300T Trailed slasher.
<b>Fuel Type</b>	: Diesel
<b>Drive train &amp; Transmission</b>	: min four speed with mechanical shuttle 12 Fwd+12 Rev, rear mechanical diff lock,4WD.
<b>Steering</b>	:power steering
<b>Clutch</b>	:Manual gear selection ,PTO for implements & auxiliary front bucket.
<b>Front loader mechanism(bucket) &amp; lifting capacity</b>	:must be detachable with minimum 2400kg lifting capacity *NB: Only one (1) tractor needs a front-loading bucket.
<b>Slasher specifications</b>	:2 x F60/300VT Haymaker & 2 x Extra Heavy duty Falcon Slashers or equivalent.
<b>Cabin</b>	: Enclosed cabin with retractable windows & air-conditioned.
<b>Working lights</b>	: Standard working lights & LED (amber)starbar light mounted on top of enclosed cabin roof + rear working light and swivel flood light mounted on the roof.
<b>Operators layout</b>	: Programmable Analog control panel, manual selection ergonomic controls for ease of operation.
<b>Colour</b>	: Standard as per manufacturer.
<b>Signage &amp; branding</b>	: as per ACSA specifications supplied, numbering & company logo on both sides with reflective tape & numbering on roof.
<b>Warranty</b>	: Standard Manufacturer warranty.
<b>Maintenance &amp;Service Plan</b>	: Manufacturer standard maintenance plan.





<b>Accessories/Optional extra's</b>	: Tow bar, 2.5kg fire extinguisher with mounting bracket, inside of cab, tow bar.
<b>Quantity required</b>	: 2 tractors, 4 petrol chainsaws, 4 petrol brush cutters, 1 boom sprayer, 1 paint/road marking machine & 4 slasher requirements as per specifications above.
<b>Mandatory requirements</b>	: OEM letter of support confirming that maintenance support exists in within a 75km radius to Chief Dawid Stuurman International Airport region.
<b>Registration &amp; licensing</b>	: the supplier shall register & license the tractors on ACSA's name.
<b>On road charges</b>	Delivery (to airport destination) and Handling (registration & licensing) charges to be included in price.
<b>Onsite training</b>	On site introductory operator training for six (6) people.

### GRASS CUTTING EQUIPMENT SPECIFICATION

<b>Petrol Chainsaw specification</b>	<p><b><u>2 CHAINSAWS</u></b></p> <p><i>Technical specifications, Value</i></p> <p>Displacement cm<sup>3</sup>, 72,2</p> <p>Performance kW, 3,9</p> <p>Weight kg 1), 6,2</p> <p>Power-to-weight ratio kg/kW, 1,6</p> <p>Rollomatic E, cutting length cm, 50</p> <p><b><u>2 CHAINSAWS</u></b></p> <p><i>Technical specifications, Value</i></p> <p>Displacement, 91,1 cm<sup>3</sup></p> <p>Power output, 5/6,8 kW/bhp</p> <p>Weight 1), 7,3 kg</p> <p>Power-to-weight ratio, 1,5 kg/kW</p> <p>Sound pressure level 2), 107 dB(A)</p> <p>Sound power level 3), 120 dB(A)</p> <p>Vibration level left/right 4), 6,9/6,9 m/s<sup>2</sup></p> <p>Saw chain pitch, 3/8"</p>
<b>Brush cutter specification</b>	<p><b><u>4 PETROL BRUSH CUTTERS</u></b></p> <p><i>Technical specifications, Value</i></p> <p>Cylinder displacement, 50,6 cm<sup>3</sup></p>



	<p>Power output, 2,3 kW          Fuel tank volume, 0,8 l          Fuel consumption, 476 g/kWh          Maximum power speed, 9 500 rpm          Idling speed, 2 800 rpm          Electrode gap, 0,6 mm          Torque, max., 2,8 Nm          Torque, max. at rpm, 6 500 rpm          Spark plug, NGK CMR7H</p> <p>*Equipment must be supplied with spare nylon cutting heads for each, for heads to be changed from blade to nylon cutting.</p>
<b>Garden mower specification</b>	<p><b><u>1 Garden Mower</u></b>  <u>Technical specifications, Value</u></p> <p><u>Cutting Deck</u>          Cutting width, 122 cm          Cutting height max, 102 mm          Cutting height min, 38 mm          Nose roller, No          Anti-scalp wheels, 4          Drive system,          Drive method, Pedal-operated          Speed forward max, 8,4 km/h          Speed reverse max, 3,5 km/h</p> <p><u>Engine</u>          Cylinder displacement, 764 cm<sup>3</sup>          Motor/engine manufacturer, Husqvarna          Engine name, Husqvarna Engine          Net power at preset rpm Energy, 18,15 kW          Net power at preset rpm, 3 600 rpm          Cylinders, 2          Generator, 15 A          Power/fuel type, Petrol</p>



	Oil filter, Yes
<b>Boom sprayer specification</b>	<p>1 Boom sprayer</p> <p><u>Technical specifications, Value</u></p> <p>Description, UF 901 Sprayer,          Working Width (m), 12–30          Standard Capacity (ℓ), 1 050,          Tractor (kW), from 60</p> <p>* Boom sprayer must be compatible for mounting with the 2 supplied tractors to be delivered under the same scope of work.</p>
<b>PAINT MACHINE SPECIFICATION</b>	
<b>Petrol paint/road marking machine specification</b>	<p><b><u>1 Road/paint marking machine</u></b></p> <p><u>Specification</u></p> <p>Two Guns on Three-Wheeler Trolley with Flexible Suction System, 15 metre Airless Hose, AG-08 Gun, 2 Line Striping Tip, Bases and Quick Release Gun Holders for Stencil Work.</p> <p>Type: Hydraulic Powered Piston          Motor: 5.5 HP Petrol Honda          Weight: 116Kg          Max Pressure: 3300 PSI          Max Delivery: 8.2 L/Min</p> <p>Max Tip: 1 Gun 0.048°          Max Tip: 2 Gun 0.033°</p>

- b) Supply and fitment of any additional accessories as per specifications.
- c) Inclusion of the Original Equipment Manufacturer (OEM) warranties and maintenance plans where applicable.
- d) Apply signage and branding as per ACSA's specification.

- e) The Bidder will be expected to process the homologation, registration and licensing of the tractors to be categorised as a specialised vehicles into Airports Company South Africa's (ACSAs) name at the respective local traffic authority.
- f) Pre-delivery inspections and acceptance testing.
- g) Delivery to Chief Dawid Stuurman International Airport.

### **2.3.1 Additional Scope**

- a) The bidder will be expected to provide the OEM letter of support.
- b) The bidder must provide a standard manufacturer warranty.
- c) The bidder will be expected to train operators and provide operator manuals.
- d) All outsourced costs and accessories, signage and branding requirements must be included in the bid offer.

### **2.3.3 Factory/dealer acceptance test**

Each Tractor shall be subjected to a acceptance test program prior to shipment/delivery. The test shall be conducted in the presence of three (3) ACSA company representatives, unless otherwise advised in writing and shall be in accordance with the bidder's quality control programme. The acceptance test shall be conducted for a period of one (1) day.

## 2.1 Pricing Schedule

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.

<b>Item</b>	<b>Description</b>	<b>Unit price(each)</b>	<b>Total Price Excl. VAT</b>
1	2 X utility Tractors (4 Cylinder, 60-70 hp) 4x4 cost as per specifications		
2	2 x Extra heavy-duty slashers 1.8m (Tractor Power range (kW) 45-80)		
3	2 x Trailed slashers with cutting widths of 3m		
4	4 x Chainsaws (Petrol Operated, 4.9kW Power output)		
5	4 x Brush cutters (Petrol operated, 0.9 kW Power output)		
6	1 x Garden Tractor ride on mower (Petrol operated, Hydrostatic transmission 12 A Generator)		
7	1 x Boom sprayer (1050 litres Agricultural implement sprayer)		
8	2 x High Quality striping and Road marking spray equipment/Airless line striping (5.5 HP , Maximum pressure 250 Bar, Flow 4.0 l/min)		
9	Registration & licensing costs(each)		
10	Delivery to airport site(each)		
11	Training of Operators (6 operators) each)		
12	Additional costs (if applicable)		



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13	Grand Total Excl. VAT
14	VAT (15%)
15	Grand Total Incl. VAT



## 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**. 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
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	Post tender negotiations	Security Vetting (if deemed necessary)

### 3.3 Mandatory Requirements

A list of mandatory returnable documents as required at closing date and time are listed below.

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Submit fully completed and signed Form of Offer and Acceptance. **Refer Attached**

Attendance (Join) to Compulsory Briefing session on **10 July 2023**. **Link on page 2 above**

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Fully completed and signed Declaration of Interest Form (**BIDDER'S DISCLOSURE FORM SBD 4) Page 29**

Fully completed and signed *SBD 6.2 Declaration for local content and production for PPPFA designated sectors. Page 36*

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Fully completed and signed *Declaration of Interest Form and Politically Exposed Persons. Page 27*

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Fully completed and signed SBD 6.1 *Preference Points Claim Form*. Page 31

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Fully completed and signed *Confidentiality and Non-Disclosure Agreement*. Page 40

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### 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 out of 100 points on the functional stage will not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows.

a)	Scope of Programme and Delivery Lead Time	50 %
b)	Technical Tractor, Paint Machine and Grass Cutting Equipment specifications.	30 %
c)	References	10 %
d)	Experience in Supply of similar Equipment	10 %




**FUNCTIONAL EVALUATION CRITERIA**

#	Criteria	Weighting	
		Minimum	Maximum
<b>SECTION A: Scope of Programme and Delivery Lead Time</b>			
<b>A</b>	a) Delivery on site from date of Purchase Order being issued: <ul style="list-style-type: none"> <li>• In excess of 6 months at 0% of scope = 0</li> <li>• Within six (6) months at 60% of scope = 30 Points</li> <li>• Within four (4) months at 80% of scope = 40 Points</li> <li>• Within three (3) months at 100% of scope = 50 Points</li> </ul> Bidders should include a detailed preliminary scope of programme commencing from issuing of Purchase Order (PO) to delivery on site. <b>The format can be in an excel or MS Word document in a tabular format</b>  For illustrative purposes use 14 December 2023 as the PO issue date	<b>30</b>	<b>50</b>
<b>TOTAL FOR SECTION A</b>		<b>30</b>	<b>50</b>
#	Criteria	Weighting	
		Minimum	Maximum
<b>SECTION B – Functionality</b>			
	<b>Technical Tractor, paint machine and grass cutting equipment specifications</b>  (30 points) = B 1	<b>20</b>	<b>30</b>
<b>B.1</b>	Engine: <ul style="list-style-type: none"> <li>• Engine capacity: minimum 80KW to maximum 120KW =2 Points</li> <li>• Engine Torque: minimum 290Nm to maximum 515Nm =2 Points</li> </ul> Drive train & transmission: <ul style="list-style-type: none"> <li>• Four(4) speed minimum =2 Points</li> <li>• Four(4)wheel drive capability =2 Points</li> <li>• Manual gear selection =1 Point</li> <li>• Power steering =2 Points</li> </ul> Front loader mechanism(bucket)&lifting capacity; <ul style="list-style-type: none"> <li>• Detachable front-loading bucket =1 Point</li> </ul>	<b>20</b>	<b>30</b>



	<ul style="list-style-type: none"> <li>• Minimum 2400kg lifting capacity =1 Point</li> </ul> <p>Slasher specifications;</p> <ul style="list-style-type: none"> <li>• 2x F80/350VT Haymaker or equivalent =2 Points</li> <li>• 2x Extra Heavy duty Falcon Slashers or equivalent =2 Points</li> </ul> <p>Cabin;</p> <ul style="list-style-type: none"> <li>• Enclosed cab with retractable windows =1 Point</li> <li>• Airconditioned cab =1 Point</li> </ul> <p>Maintenance and service plan:</p> <ul style="list-style-type: none"> <li>• Inclusion of a three (3) year standard maintenance plan =2 Points</li> </ul> <p>Road marking paint machine:</p> <ul style="list-style-type: none"> <li>• 15 metre Airless Hose, AG-08 Gun, 2 Line Striping Tip, Bases and Quick Release Gun Holders and Motor: 5.5 HP Petrol = 2 Points</li> </ul> <p>Brush cutter:</p> <ul style="list-style-type: none"> <li>• 4x Petrol 50,6 cm<sup>3</sup> Cylinder displacement with Power output of 2,3 kW = 2 Points</li> </ul> <p>Chainsaw:</p> <ul style="list-style-type: none"> <li>• 2x Petrol 72,2 cm<sup>3</sup> Cylinder displacement with power output of 3,9 kW = 1 Point.</li> <li>• 2x Petrol 91,1 cm<sup>3</sup> Cylinder displacement, with power output of 5/6,8 kW = 1 Point.</li> <li>•</li> </ul> <p>Garden mower:</p> <ul style="list-style-type: none"> <li>• Engine: Petrol 2 Cylinders, 15 A Generator= 2 Points</li> </ul> <p>Boom sprayer:</p> <ul style="list-style-type: none"> <li>• Standard Capacity (ℓ) minimum of 1 050 (ℓ) = 1 point</li> </ul> <p>Documentation to be provided for all equipment</p> <p>Product Manual</p> <p>Technical specification</p> <p>Operational Manual</p> <p>Maintenance Manual</p>		
<b>B.2</b>	<p><b>REFERENCES</b></p> <ul style="list-style-type: none"> <li>• Less than two (2) reference letters = 0 Points</li> <li>• Two (2) reference letters =10 Points</li> <li>• More than two (2) references=20 Points</li> </ul> <p><b>Or</b></p> <p><b>Copy of the Purchase with the signed Delivery note</b></p>	<b>10</b>	<b>20</b>
	<b>B.2 and B.3 Total</b>	<b>10</b>	<b>20</b>
	<b>SECTION B – Functional Criteria, References and Experience Overall Total</b>	<b>30</b>	<b>50</b>



SECTION A AND B - OVERALLTOTAL	60	100	NY
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### 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

### ANNEXURE A: PRICING SCHEDULE

Item	Description	Unit price(each)	Total Price Excl. VAT
1	2 X utility Tractors (4 Cylinder, 60-70 hp) 4x4 cost as per specifications		
2	2 x Extra heavy-duty slashers 1.8m (Tractor Power range (kW) 45-80)		
3	2 x Trailed slashers with cutting widths of 3m		
4	4 x Chainsaws (Petrol Operated, 4.9kW Power output)		
5	4 x Brush cutters (Petrol operated, 0.9 kW Power output)		
6	1 x Garden Tractor ride on mower (Petrol operated, Hydrostatic transmission 12 A Generator)		
7	1 x Boom sprayer (1050 litres Agricultural implement sprayer)		



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8	2 x High Quality striping and Road marking spray equipment/Airless line striping (5.5 HP , Maximum pressure 250 Bar, Flow 4.0 l/min		
9	Registration & licensing costs(each)		
10	Delivery to airport site(each)		
11	Training of Operators (6 operators) each		
12	Additional costs (if applicable)		
13	Grand Total Excl. VAT		
14	VAT (15%)		
15	Grand Total Incl. VAT		

**ITEM NUMBER 15 ABOVE MUST BE COMPLETED IN THE FORM OF OFFER BELOW: Offer INCLUSIVE OF VAT and OFFER IN WORDS. (EXAMPLE R 1 000 000 One Million Rands)**

## PART C1: AGREEMENT AND CONTRACT DATA

### C1.1 Form of Offer and Acceptance

#### Offer

The Purchaser, identified in the acceptance signature block, wishes to enter into a contract for the Supply and Deliver Slashers, Tractors, Petrol Cylinders, Brush Cutters, Chain Saws, Mowers, and Sprayer.

The Supplier, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the Supplier, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Supplier offers to perform all of the obligations and liabilities of the Supplier under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices (**INCLUSIVE OF VAT**) is:

(In words); (in figures)

*(The above amount should be calculated as per the guide provided in the Activity Schedule. In the event of any conflict between the amount above and the Activity Schedule, the latter shall prevail.)*

**for the Supplier**



**AIRPORTS COMPANY**  
SOUTH AFRICA

Signature ..... Date .....

Name ..... Capacity .....

(Name and .....  
address of .....  
organisation) .....

.....  
Name and  
signature  
of witness .....

This offer may be accepted by the Purchaser by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Supplier in the conditions of contract identified in the contract data.

**Acceptance**

By signing this part of this form of offer and acceptance, the Purchaser identified below accepts the Supplier's offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Supplier's offer shall form an agreement between the Purchaser and the Supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List
- Part C3: Goods Information

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Purchaser during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Supplier shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Service manager (to be confirmed) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.



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Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Supplier) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**for the Purchaser**

Signature ..... Date .....

Name ..... Capacity .....

Airports Company South Africa,

Chief Dawid Stuurman International Airports

Administrator Office, Aeropark Office Complex, Block A, 1st Floor, Allister Miller Drive, Walmer, Eastern Cape, South Africa

P O Box 5787, Walmer, Gqeberha, South Africa, 6065

Name and signature of witness ..... ..

**Schedule of Deviations**

1 Subject .....

Details .....

.....  
.....  
.....

2 Subject .....

Details .....

.....  
.....  
.....



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3 Subject .....

Details .....

.....  
.....  
.....

4 Subject .....

Details .....

.....  
.....  
.....

5 Subject .....

Details .....

.....  
.....  
.....

By the duly authorised representatives signing this agreement, the Purchaser and the Supplier agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Purchaser during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

### 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	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 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





## SECTION 4: RETURNABLE DOCUMENTS

- 4.1 Mandatory Returnable documents *(if applicable) (\*Ensure that all mandatory returnable documents are listed below. Please note that below list is non-exhaustive you may add or remove the documents listed below.)*

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:

<b>MANDATORY RETURNABLE DOCUMENTS AND INFORMATION</b>	<b>SUBMITTED [Yes or No]</b>
Fully completed and signed Form of Offer and Acceptance. Refer Attached	
Fully completed and signed <i>Declaration of Interest Form and Politically Exposed Persons. Page 27</i>	
Fully completed and signed <i>SBD 4 Bidder's Disclosure Form. Page 29</i>	
Fully completed and signed <i>SBD 6.1 Preference Points Claim Form. Page 31</i>	
Fully completed and signed <i>SBD 6.2 Declaration for local content and production for PPPFA designated sectors. Page 36</i>	
Fully completed and signed <i>Confidentiality and Non-Disclosure Agreement. Page 40</i>	

- 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:

<b>OTHER RETURNABLE DOCUMENTS AND INFORMATION</b>	<b>SUBMITTED [Yes or No]</b>
<i>BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit</i>	
<i>Verifiable medical certificate of report as proof of disability (For preference claims)</i>	



<i>Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>	
<i>Names and identity numbers of Directors, / Trustees / Members / Shareholders and Senior management</i>	
<i>Certificate of Incorporation of the bidding entity showing ownership split</i>	
<i>Central Supplier Database Report (CSD)</i>	

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder



**5.2 BIDDER'S DISCLOSURE FORM SBD 4**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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:

.....  
 .....

\_\_\_\_\_



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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

---

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



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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 is 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.



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- 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
<b>PRICE</b>	
<b>SPECIFIC GOALS / PREFERENCE</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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**





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### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be



used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 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 either 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:** .....

**ADDRESS:** .....

.....

.....

.....

.....

#### **5.4 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS SBD 6.2 *(Delete if not applicable)***

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.

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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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
xxxxxx	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](http://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](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.

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- (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:** \_\_\_\_\_



**AIRPORTS COMPANY**  
SOUTH AFRICA

**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".



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- 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**



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- 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\_\_



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SOUTH AFRICA

**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 **Supply and Deliver Slashers, Tractors, Petrol Cylinders, Brush Cutters, Chain Saws, Mowers, and Sprayer** 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) working 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:	