



**Tender Reference: COR7960/2025/RFP**

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**PROPOSALS FROM FUEL SUPPLIERS TO BE ISSUED A  
LICENCE TO THROUGHPUT JET A1 AND AVGAS AT ALL  
ACSA AIRPORTS FOR A PERIOD OF 36 MONTHS**

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**JULY 2025**

SBD 1

**PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
<b>BID NUMBER:</b>	COR7960/2025/RFP	<b>CLOSING DATE:</b>	20 JULY 2026	<b>CLOSING TIME:</b>	12H00PM
<b>DESCRIPTION</b>	PROPOSALS FROM FUEL SUPPLIERS TO BE ISSUED A LICENCE TO THROUGHPUT JET A1 AND AVGAS AT ALL ACSA AIRPORTS FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
O R Tambo International Airport					
North Wing Offices, 3 <sup>rd</sup> Floor, Tender office, Tender box C					
Kempton Park, Johannesburg					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thami Mncube		CONTACT PERSON	Thami Mncube	
TELEPHONE NUMBER	061 653 0462		TELEPHONE NUMBER	061 653 0462	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	<a href="mailto:Thami.mncube@airports.co.za">Thami.mncube@airports.co.za</a>		E-MAIL ADDRESS	<a href="mailto:Thami.mncube@airports.co.za">Thami.mncube@airports.co.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	



DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>	

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**PROPOSALS FROM FUEL SUPPLIERS TO BE ISSUED A LICENCE TO THROUGHPUT  
JET A1 AND AVGAS AT ALL ACSA AIRPORTS FOR A PERIOD OF 36 MONTHS**

**Tender Number:** : COR7960/2025/RFP

**Issue Date** : 21<sup>ST</sup> July 2025

**Closing Date** : 20<sup>th</sup> of July 2026 @ 00H00am

**Non-Compulsory Briefing  
Session Date / Time** : 31<sup>ST</sup> July 2025 @ 10H00am – Via MS Teams

**Non - Compulsory Site  
Inspection** : NOT APPLICABLE

**ACSA WILL AT VARIOUS STAGES EVALUATE THE RECEIVED TENDERS AND AWARD USING THE  
FOLLOWING INTERVALS**

PHASE	CLOSING DATE	AWARD NOTIFICATION DATE
1.	11 November 2025	20 January 2026
2.	03 March 2026	05 May 2026
3.	20 July 2026	21 September 2026

<b>Contents</b>	
<b>Number</b>	<b>Heading</b>
<b>The Tender</b>	
Section 1	Instructions to Bidders
Section 2	Background, Purpose, and Scope of Works
Section 3	Submission of Proposal
Section 4	Evaluation Criteria
Section 5	Returnable Documents
Section 6	Declaration Form
Section 7	Declaration of Forbidden Practices
Section 8	Terms and Conditions of RFP
Section 9	ACSA Terms and Conditions of RFP and Bidders Particulars
Section 10	Confidentiality and Non-Disclosure Agreement
Appendices	Appendix A to M
Annex A	Draft Throughput Agreement

## 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 **12h00 (PM) on 20<sup>th</sup> of July 2026** using the following method(s):

#### 1.1.1. Email submissions:

Electronic copies/links of the tenders are to be e-mailed to the following email address:

[thami.mncube@airports.co.za](mailto:thami.mncube@airports.co.za)

**ENSURE THAT THE ELECTRONIC COPY IS WELL LABELLED IN SEPARATE ANNEXURES AS PER THE RETURNABLES SCHEDULE**

- Bidders must not email their submission as one big attachment. Kindly break your submission into small attachments of not more than 4MB each.
- Bidders are requested to submit all bids in the format instructed; no other format will be acceptable.

#### 1.1.2. Proposals must submit the electronic copy of the bid documents using an **accessible link**.

### 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. The alternative bid will only be considered where the bidder has submitted together with its alternative bid, 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: Thami Mncube

Designation: Specialist Category Management

Email: [Thami.Mncube@Airports.co.za](mailto:Thami.Mncube@Airports.co.za)

1.4.1. Request for clarity or information on the bid may only be requested until **Monday the 13<sup>th</sup> of July 2026 close of business**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

1.4.2. 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. **Non-Compulsory Briefing Session**

A **Non-Compulsory** briefing session will be held on the 31<sup>st</sup> of July 2025 at 10:00 (AM). The session will be held at the following location:

Online via MS Teams

**Interested bidders to forward an email to [Thami.Mncube@Airports.co.za](mailto:Thami.Mncube@Airports.co.za) to receive an invite to the meeting by no later than 30 minutes before the briefing takes place**

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1.6. **Non – Compulsory Site Inspection**

THERE WILL BE NO SITE VIEWING FOR THIS TENDER

1.7. **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.

**1.8. Disclaimers**

It must be noted that ACSA reserves its right to:

- 1.8.1. Award the whole or a part of this bid;
- 1.8.2. Split the award of this bid;
- 1.8.3. Negotiate with all or some of the shortlisted bidders;
- 1.8.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.8.5. To reject the lowest acceptable bid received; and/or
- 1.8.6. Cancel this bid.

**1.9. Validity Period**

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

**1.10. Confidentiality of Information**

- 1.10.1. 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,
- 1.10.2. ACSA will not disclose the names of bidders until the bid process has been finalised.
- 1.10.3. 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.

**1.11. 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](mailto:office@thehotline.co.za)



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

### 2.1 Background and/or Purpose of this Bid

Since its inception 32 years ago, Airports Company South Africa SOC Limited (ACSA) has transformed into a focused commercial enterprise that is market-driven and customer service oriented. The company was formed in 1993 as a public company under the Companies Act of 1973, as amended, and the Airports Company Act of 1993, as amended.

ACSA operates South Africa's Nine (9) principal airports, comprised of the country's major international airports, namely, O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA) and the smaller regional airports, namely, Chief Dawie Stuurman International Airport (PLZ), King Phalo Airport (ELN), George Airport (GRJ), Bram Fischer (BRAM), Kimberley Airport (KMB), Upington (UTN). ACSA's registered corporate office operates from Airport Park in Kempton Park right next to the OR Tambo International Airport.

ACSA's vision is to be the most sought-after partner in the world for the provision of sustainable airport management solutions by 2030. ACSA's strategy is to create and operate world-class airports measuring up to international standards, its strategic intent is supported by three strategic pillars, namely:

- Run Airports: Run our airports efficiently, optimally, and innovatively.
- Develop Airports: Optimise assets and plan for new capacity and growth opportunities.
- Grow Footprint: Seek growth opportunities in the continent and world.



Run airports

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Develop airports

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Grow footprint



## 2.2 Tender Purpose

To enable ACSA to comply with the conditions of the licences granted by NERSA for our fuel storage farms, within the frameworks of the Procurement Policy and Delegated Levels of Authorities (DLAs).

ACSA provides the relevant activities at the airports it owns or operates (ACSA Airports). The Airports Company Act 44 of 1993 (ACSA Act) defines relevant activity as:

*“the provision at a company airport of any service or facility for the purposes of (a) the landing, parking or take-off of an aircraft; (b) the handling or cleaning of an aircraft, the supply of provisions to an aircraft, including, but not limited to, food, or the emergency servicing of an aircraft on an apron, including the supply of fuel; or (c) the handling of aircraft passengers or their baggage or of cargo at all stages while they are, or it is on the premises of such airport, including the transfer of such passengers, their baggage or such cargo to and from an aircraft, but excludes the refreshment of passengers or the supply of consumer goods at such airport.”*

The ACSA Act places a duty on ACSA to ensure that the relevant activities are performed in a manner that conforms to internationally accepted and recommended practices. To be cost effective in providing these activities, ACSA accordingly outsources the services. Pursuant to ACSA’s powers under the ACSA Act, ACSA wishes to invite eligible Service Providers to submit proposals to be awarded Licenses to render certain Throughput activities as set out below.

## 2.3 Scope of Work

The successful Bidders will be granted rights to provide Throughputting Services at ACSA Airports, subject to specific exclusions, as set out in 2.4. below.

## 2.4 The Licence

The successful Bidders will be required to sign the Throughputter Licence and Service Level Agreement attached hereto as **APPENDIX A**.

### 2.4.1 Duration of Licence

The successful Bidder will be awarded a Licence for the provision of services at the ACSA Airports for a period of three (3) years on the terms and subject to the conditions of a Licence and Service Level Agreement with ACSA.

### 2.4.2 Right to Audit

ACSA reserves the right, as stipulated in the Licence and Service Level Agreement, to perform audits in terms of safety, environmental, security, maintenance of equipment, equipment, training records, operational records, training programs and operational conduct of the Licensee.

## **SECTION 3: SUBMISSION OF PROPOSAL**

### **3.1 Terms and Conditions of Tender**

- 3.1.1 This Tender is open to all Bidders duly qualified to provide the services.
- 3.1.2 The License will be valid for 36 months from the date of issue.
- 3.1.3 The licensing will be reviewed and considered based on the processing capacity and storage requirements per airport, the NERSA licensing conditions and safety of operating conditions per airport.

<https://www.airports.co.za/business/commercial/capacity-allocation-mechanism>

- 3.1.4 Should the Tender be awarded on the strength of information furnished by the successful Bidder and which information is, at any time after the award, proved to have been incorrect or fraudulent, whether material or otherwise, ACSA may at any time during the life span of the Licence granted to the Bidder:
  - 3.1.4.1 revoke the Licence granted to the Bidder. The Bidder shall be liable to pay for losses sustained and additional costs or expenditure incurred by ACSA as a result of revocation of the Licence; or
  - 3.1.4.2 refuse to renew the Licence, in case of an extension of the accompanying agreement that would have been concluded with the Bidder.
- 3.1.5 All representations, agreements or arrangements arising from Proposals submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 3.1.6 In the event that ACSA revokes a Licence awarded to Bidders, ACSA may in its discretion award the Licence to the next highest ranked Bidder according to the evaluation criteria in this Tender.
- 3.1.7 ACSA reserves the right to amend the terms and conditions of this Tender at any time and shall not be liable to any Bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. In the case of such an amendment, all Bidders will be notified accordingly.
- 3.1.8 All Proposals are submitted at the risk of the Bidder.
- 3.1.9 ACSA reserves the right to postpone the closing date for submission of Proposals or to withdraw the Tender at any time, prior to the closing time and date, without giving rise to any obligation or responsibility on the part of ACSA for any loss which may be incurred or suffered by any Bidder.
- 3.1.10 Except where specifically provided for in this Tender, a Bidder may make no changes to its Proposal after the closing time and date.



- 3.1.11 In the case of a joint venture or partnership between service providers, evidence of such joint venture must be included with the Proposal, either in the form of a joint venture agreement or a memorandum of understanding. As it pertains to the completion of the Proposal, all the members of the joint venture must, in writing, nominate one member of the joint venture to complete and sign the Proposal on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the Proposal.
- 3.1.12 ACSA or their duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the Proposals. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any Tender will be furnished.

### **3.2 Proposal Acceptance**

- 3.2.1 ACSA reserves the right to reject Proposals which are:
  - 3.2.1.1 incomplete; or
  - 3.2.1.2 conditional.
- 3.2.2 ACSA will not be responsible for the costs and losses incurred by the Bidder in preparation for its response to this Tender.
- 3.2.3 Notwithstanding any other provision in this Tender document, no ACSA employee or any person related to or associated in any manner whatsoever with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a Proposal for consideration in this Tender process unless interest is declared and approved as per Delegated Level of Authority.

### **3.3 Tender Closing, Evaluation and License Award**

- 3.3.1 The tender for the licenses will be in the market for a period of one year from the 21<sup>st</sup> of July 2025 until the 20<sup>th</sup> of July 2026
- 3.3.2 ACSA will evaluate the bids that have been submitted every 4 months via the email submission.
- 3.3.3 ACSA will on every four (4) months cycle, issue license awards to the successful bidders and regret letters to any unsuccessful bidders. The schedule for tender closing, evaluations and awards is as follows:

PHASE	CLOSING DATE	AWARD NOTIFICATION DATE
1.	11 November 2025	20 January 2026
2.	03 March 2026	05 May 2026
3.	20 July 2026	21 September 2026

- 3.3.4 Unsuccessful bidders are allowed to resubmit for a license once a regret letter has been issued to them and a tender debrief has been carried out. The resubmitted tender will be considered in the next phase of the evaluations.



**SECTION 4: EVALUATION CRITERIA**

**4.1 Evaluation Criteria**

4.1.1 ACSA will use a pre-determined evaluation criterion when considering received bids. 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.

4.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Check if all the documents have been received.	Mandatory Requirements	Evaluate of the Throughputter application checklist	Post tender negotiations. <i>If applicable</i>	Security Vetting <i>If deemed necessary</i>

**4.3 Mandatory Requirements**

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

- a) DMRE Wholesale License
- b) Completed in full and signed Bidders Disclosure Form SBD 4

**4.4 Functionality**

Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality. The functionality/technical evaluation will be conducted by the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria.

The functional/technical evaluation will be based on a minimum threshold, of **60 points out of a total of 100 points**. Bidders must meet the minimum score of 60 points out of a total of 100 points to be considered

for the next stages of evaluation. Bidders who **do not meet the** total minimum score of 60 points out of a total of 100 points shall be disqualified at this stage and not be eligible for further consideration.

**Bidders need to demonstrate clear and concise understanding of each criterion relative to scope of work and deliverables. The summary of each functionality and their scores are stated in the table below:**

<b>Item No</b>	<b>Bidders' experience (Supported by contactable references)</b>	<b>Points</b>
1.	<p>Bidder has supplied or can commit to supplying Jet A-1 Fuel or AVGAS at any airport facility with the following volumes:</p> <ul style="list-style-type: none"> <li>• Where annual consumption/throughput is more than 500 000 litres – <b>POINTS 30</b></li> <li>• Where annual consumption/throughput is at least 500 000 litres – <b>POINTS 20</b></li> <li>• Where annual consumption/throughput is less than 500 000 litres– <b>POINTS 0</b></li> </ul> <p><b>Measurement:</b> Reference of previous supply or letter of intent from airline or general aviation clients with clear annual committed volumes.</p>	30
<b>Item No</b>	<b>Supply Chain and Product Quality Organization</b>	<b>Points</b>
2.	<p>Bidder level of compliance with E1530 - Product Quality Assurance Process:</p> <ul style="list-style-type: none"> <li>• Potential throughputer has an established product quality organization and a supply chain process that fully meets the requirements of E1530 – <b>POINTS 40</b></li> <li>• Potential throughputer does not have a product quality organization but has access to an external support organization – <b>POINTS 20</b></li> <li>• Potential throughputer does not have a product quality organization or access to an external support organization – <b>POINTS 0</b></li> </ul>	40
<b>Item No</b>	<b>Access to dedicated fuel transportation systems</b>	<b>Points</b>
3.	<ul style="list-style-type: none"> <li>• Full Access to a dedicated transport system for either fuel grade – <b>Points 30</b></li> <li>• Access to a transport system that does not have a dedicated system but has a grade change procedure in place approved by the Product Quality organization lead – <b>POINTS 20</b></li> <li>• No dedicated transport system and no grade change procedure in place – <b>POINTS 0</b></li> </ul>	30

#### 4.5 Price and Preference

Price and Preference will not be evaluated for this tender.

## SECTION 5: 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:

#### Returnable Documents and Information Detailed under section 4.3 of this tender document

### 4.2 Other Returnable Documents and information

These types of documents and information are required but are not mandatory ACSA may request bidders to submit these documents or information after the closing date and time or might already have them on the system.

## THROUGHPUTTER APPLICATION CHECKLIST WITH EXPLANATORY NOTES

ITEM	REQUIREMENT	Y/N	Typical Information
1.	Full name, registration number and type of entity		CIPC printout CoR14.3
2.	Direct and indirect shareholders/members/joint venture partners		<ul style="list-style-type: none"> <li>CIPC printout CoR39, list of directors</li> <li>Articles of the organisation (officially filed document)</li> <li>Shareholding</li> </ul>
3.	Details of all services to be provided. <ul style="list-style-type: none"> <li>Period</li> </ul>		<ul style="list-style-type: none"> <li>what is the service &amp; duration of application</li> <li>how will it be provided (resources, processes, business arrangements, agreements)</li> <li>likely duration of the service</li> </ul> <p>ACSA does not need to know: specific business arrangements with business partners; no need to provide business process maps, no need to know the names of staff</p>
4.	Details of skills, experience, expertise, equipment, and track record in the aviation fuel industry (Please attached necessary and relevant skills)		<ul style="list-style-type: none"> <li>Company profile on their experience and track records</li> <li>Key equipment/infrastructure to be utilised and arrangements to ensuring compliant operations and availability</li> <li>Examples of prior experience that is relevant to Throughputting</li> <li>References that could attest (ACSA can call references for discussions) in the case of new entrant. Established supplier/Oil Company will likely not provide this.</li> <li>Org Structure to demonstrate ability to carry out relevant activities, with focus on QA, logistics and risks inherent with aviation.</li> </ul>
5.	Will the applicant carry out all activities themselves or through contractors, subcontractors and/or other third party/ies.		<ul style="list-style-type: none"> <li>In source vs outsource services. (no need to unpack credentials for Operator at depot)</li> <li>Credentials and qualifications/experience for contractors and/or third parties</li> </ul>

ITEM	REQUIREMENT	Y/N	Typical Information
			<ul style="list-style-type: none"> <li>Levels of experience in the same or related work. If the work is related, applicant to explain the analogy of experience to the jet fuel supply</li> </ul>
6.	<p>If contractors, subcontractors and/or other third party/ies shall be used</p> <ul style="list-style-type: none"> <li>party's skills, experience, expertise, equipment, personnel and track record in the aviation fuel industry</li> <li>Copies of agreements, letters of intent, heads of agreement, proposals, quotes, correspondence and the like. Detailing relationship with 3<sup>rd</sup> party</li> </ul>		<ul style="list-style-type: none"> <li>Company profile on their experience and track records</li> <li>Key equipment/infrastructure to be utilised and arrangements to ensuring compliant operations and availability</li> <li>Examples of prior experience that is relevant to Throughputting</li> </ul> <p>Remove all sensitive information from agreements/agreements/proposals/quotes. Alternately, the company director (or delegated) to provide an undertaking that this is in place</p> <ul style="list-style-type: none"> <li><u>Generic Info to provide:</u> Contract Cover; Table of Contents, Service deliverables, duration of contract, &amp; signatories</li> </ul> <p>References that could attest (ACSA can call references for discussions) to the reputation and performance ethic of new entrant. Established supplier/Oil Company will likely not provide this.</p>
7.	Insurance including copies of insurance policies, quotes, proposals for US\$1bn		<ul style="list-style-type: none"> <li>ACSA can share requirements to be met for insurance which can be shared during the application process to assist in obtaining quotes</li> <li>Including aspects of "named insured" and specific clauses (ACSA to be listed as co-insured)</li> <li>Proof of monthly payments needed per conditions of contract (intent is valid ongoing cover)</li> <li>ACSA has right to call insurer to cross check this</li> </ul>
8.	How compliance with Joint Airport Depot and Joint Into-Plane Fuelling Services – by JIG		<ul style="list-style-type: none"> <li>JIG specification w.r.t product quality and logistics</li> <li>Refer to JIG 2, Issue 12 requirements (relevant sections pertaining to throughputting)</li> <li>Describe their arrangements to ensure quality of product &amp; providing that as evidence</li> </ul>
9.	Type, quality and source/s of aviation fuels to be provided + and the compliance of such fuels with the standards set out in JIG.		<ul style="list-style-type: none"> <li>Product source- Evidence of compliance of supply source(s) with EI1530</li> <li>How compliance to the standard set-out in JIG will occur</li> <li>What will be the quality assurance process</li> </ul>
10.	How will the bidder deliver aviation fuel to the Bulk Fuel Site		<ul style="list-style-type: none"> <li>Modes of transport for product supply and securing use of equipment/infrastructure</li> <li>Evidence of Product Quality Management checks along the supply chain</li> </ul>
11.	Required minimum monthly volumes of aviation fuels to be stored and supplied by it to aircraft at the Airport		<ul style="list-style-type: none"> <li>This is an estimation for ACSA and the Operator to determine the scheduling of supply to the fuel farms</li> <li>Storage requirements (7-day moving average)</li> <li>Capability to ensure compliance with minimum stock requirements per location</li> <li>Frequency of supply and volumes</li> </ul>
12.	Copy of the current and applicable licences by the DMRE		<ul style="list-style-type: none"> <li>Wholesale License</li> </ul>
13.	Tax clearance certificates		<ul style="list-style-type: none"> <li>Evidence of legal entity's tax affairs being in order</li> <li>SARS registration certificate (R37A.13) for each location.</li> </ul>
14.	Broad Based Black Economic Empowerment (B - BBEE) certificate		<ul style="list-style-type: none"> <li>Valid certificate (contributor status)</li> </ul>

ITEM	REQUIREMENT	Y/N	Typical Information
15.	Financial standing including copies of its latest annual financial statements and management accounts and details of its financial ability to purchase sufficient aviation fuels and fulfil obligations in the event of incidents		<p>Mandatory Financial assessment performed by ACSA Finance Dept for a risk rating:</p> <p>Audited financials, ratio analysis, profitability, adequate cash flows, liquidity, credit facilities from lender, gearing trend, financial statements issued within 6 months from year end, etc ....</p>

#### 4.2 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 6: DECLARATION FORM**

**6.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS**

**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

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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:




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**PEP/DPIP Declaration**

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

**Declaration:**

I/We the undersigned \_\_\_\_\_ (Name) hereby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender,



ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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



**SECTION 7: DECLARATION OF FORBIDDEN PRACTICES**

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

I/We declare the following:

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

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

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

This declaration was signed on \_\_\_\_\_ of \_\_\_\_\_ 2023 \_\_\_\_\_

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

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

## SECTION 8: TERMS AND CONDITIONS OF RFP

### 8.1 Conditions of the request for proposal

- 8.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.
- 8.1.2 Any bids received after the tender closing date and time **3<sup>rd</sup> of October 2025 at 12:00pm** shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.
- 8.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.
- 8.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA's terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.
- 8.1.5 ACSA or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 8.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
- a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
  - b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.
- 8.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.
- 8.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a successful bidder is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful bidder.
- 8.1.9 ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other



person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.

- 8.1.10 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 8.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.
- 8.1.12 Appendix 1 must be executed in the name of the business actually proposing to perform the Services if awarded the contract. Appendix 1 must be signed by an authorised representative of the bidder.
- 8.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture may complete and sign Appendix 1. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign Appendix 1 on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.

## **8.2 Binding Arbitration Provision**

- 8.2.1 It is a condition of participation in this RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
  - Concerning any aspect of the RFP process to anything done or decided there under: or
  - Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- 8.2.2 Such arbitration shall be by a single arbitrator who shall be –
- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
  - The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- 8.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 8.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.



- 8.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 8.2.6 The arbitration shall be held in Johannesburg in the English language.
- 8.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.
- 8.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

**8.3 RFP Acceptance**

- 8.3.1 ACSA reserves the right to reject: -
  - a. Incomplete bids;
  - b. Late bids;
  - c. Conditional bids; and
- 8.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 8.3.3 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 8.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 8.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.
- 8.3.6 ACSA reserves the right to not award more than one contract to a Bidder.
- 8.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority.



**SECTION 9: ACSA TERMS AND CONDITIONS OF RFP AND BIDDER’S PARTICULARS**

TO: Airports Company South Africa Limited.

Bid No: COR7960/2025/RFP

**1. Bidder’s Name and Contract Details**

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

**2. Proposal Certification**

We hereby submit a Proposal in respect of the proposals from fuel suppliers to be issued a licence to throughput at all ACSA airports for a period of 36 months in accordance with Airports Company South Africa’s requirements.

- We acknowledge that Airports Company South Africa’s terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa’s Tender Board’s decision is final and binding.
- 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 project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.



- 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 Tenderer for a period which lapses after 120 working days calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		2025
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Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	



**SECTION 10: 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);



- 1.1.12 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 **Thami.Mncube@airports.co.za**. Each single request by the same receiving party shall be treated as a new request.

6.3 Should the Company provide its consent in terms of clause 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 **3** 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. \_\_\_\_\_



# LIST OF RETURNABLE DOCUMENTS

## PART T2



**Appendix A Certificate of Authority to Sign Tender**

Insert certified copy of an extract from the minutes of a meeting of the Board of Directors or Members authorizing the person who signs the Submission to sign it on behalf of the Company, Corporation or Firm.



**Appendix B. Certificate of Authority of Joint Ventures (where applicable)**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . .  
 . . . . ., authorised signatory of the company . . . . .  
 . . . . ., acting in the capacity of lead partner, to sign all documents in  
 connection with the tender offer and any contract resulting from it on our behalf.  
 Please attach JV agreement stipulation % share of each JV

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: . . . . . Name: . . . . .
		Signature: . . . . . Name: . . . . .
		Signature: . . . . . Name: . . . . .

Signed . . . . . Date . . . . .

Name . . . . . Position . . . . .

Tenderer . . . . .



**Appendix C. Record of Addenda to Tender Documents**

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



**Appendix D. Proposed Amendments and Qualifications**

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule. The Tenderer’s attention is drawn to Terms and conditions of RFP Section 10 regarding the Employer’s handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



**Appendix E: Reference letter or letters of intent from the Clients**

**Attach here**



**Appendix F: Proposed Subcontractor**

Tenderers are requested to provide a schedule of proposed key sub-consultants intended to be used on the project. The schedule should be structured under the following headings:

No	Sub-Consultant	Trade to be Sub-consulted	% of Works or Services to be Sub consulted	Amount of Work or Service to be Sub consultant	BBB EE Level	Designated Group and Ownership %	Contact Person and Contact Details
e.g.	ABC Contractors	Building Works	30%	R280,000	Level 1	Black – 100% Women – 80% Youth – 5% Disable – 5%	Mr. Bidder 031 123 4567 Bidder@abcccontractors.co.za
1.							
2.							
3.							



We notify you that it is our intention to employ the following Sub-consultant(s) for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultant in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

**Attach the following:**

- **BBBEE certificate of proposed subconsultant(s)**
- **SARS Tax Certificate Pin or certified certificate**
- **Certificate of Incorporation**

	Name and address of proposed Sub-consultant	Nature and extent of work	Previous experience with Sub- consultant

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



**Appendix G: Letter of Good Standing with the Workers Compensation Commissioner**

Attach letter of good standing with Workmen's Compensation in accordance with the *Compensation for Occupational Injuries and Diseases Act, 1993 – COIDA*.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



**Appendix H: SARS Tax Pin Certificate**

All bid submissions must have a valid original or certified tax Pin as part of the compliance requirements. If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax pin certificate in their personal capacities.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



**Appendix I: Certificate of Incorporation**

Attach the certificate of incorporation of the bidding entity showing ownership split and names and identity numbers of Directors / Trustees /Members / Shareholders and Senior Management.

Please attach: **Identity documents of the Directors and**

**Certificate of Incorporation**

Sined ..... Date .....

Name ..... Position .....

Tenderer .....



**Appendix J: Bidders must provide proof of registration with National Treasury’s Central Supplier Database (CSD)**

Attach here

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



**Appendix K: SBD 4 FORM**

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

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:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

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

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



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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



**Appendix L: ALL OTHER FUNCTIONAL EVALUATION CRITERIA REQUIREMENTS**

Attach here

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



**Appendix M: ALL OTHER THROUGHPUTTER LICENSE CHECKLIST REQUIREMENTS**

Attach here

Signed ..... Date .....

Name ..... Position .....

Tenderer .....