AIRPORTS COMPANY
SOUTH AFRICA

Request for Information for Hospitality and Tourism Operators. Invitation to qualified operators to provide information on their capability to manage and operate the International Indaba Conference Centre

RFI Number:	:	**COR8327/2026/RFI**
Issue Date	:	**12 November 2026**
Query Closing Date	:	**27 November 2026**
Briefing Session Date	:	**23 & 24 November 2026: 10:00 am (both days)**
Site Inspection	:	**23 & 24 November 2026 (after Briefings)**
RFI Closing Date and	:	**07 November 2026, 12:00**

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1. SECTION 1: INSTRUCTIONS TO SERVICE PROVIDERS

1.1. Access to Request for Information (RFI) document

The RFI document is uploaded on e-tenders portal (www.etenders.gov.za).

Submission of RFI document

The submitted RFI response must indicate the full RFI description and number. The RFI response document must be submitted on or before **Monday the 07th of November 2026** using the following method:

1.1.1. Email submissions: **ACSARFQ@airports.co.za**

The RFI response document must be sent to the following email address: **ACSARFQ@airports.co.za**

Briefing Venue:

Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632. Please meet at 3rd Floor Reception Area

Service Providers are encouraged not to submit big attachments at once, they should break up their submissions into permissible sizes (20Mb).

Service Provider are requested to submit their RFI response in the format instructed, no other format will be acceptable.

Service Providers are advised to submit their responses on time. Responses should be clearly marked as – **Request for Information – Hospitality and Tourism Operators. Invitation to qualified operators to provide information on their capability to manage and operate the International Indaba Conference Centre**

1.2. Late Responses

Service Providers are encouraged to submit their proposals on time as no late submission will be accepted.

1.3. **Clarification and Communication**

Name: Zamo Dlamini

Designation: Procurement Manager

Email: **Zamo.Dlamini@airports.co.za**

1.3.1. Request for clarity or information on the RFI may only be requested until **27th of November 2026**. Any responses to queries or for clarity sought by a Service Provider will also be sent to all the other entities which have demonstrated interest of the RFI invitation.

1.3.2. Service Providers may not contact any ACSA employee on this RFI other than those listed above.

1.4. **RFI Responses**

The RFI responses must be strictly prepared and returned in accordance with this RFI document.

1.5. **Confidentiality of Information**

1.5.1. ACSA will not disclose any information disclosed to ACSA through this RFI process to a third party or any other Service Provider without any written approval form the Service Provider whose information is sought.

1.6. **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**

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SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

1. Background

Airports Company South Africa has transformed a portion of the Western Precinct Aviation Park office into an international conference facility. The conference centre has a maximum capacity of approximately 500 people, and consists of a conference hall, a VIP mezzanine lounge, exhibition area and flexible events space and an informal eatery area. ACSA is looking for an operator to conduct day to day operational management of the facility, facilitate bookings, events management, achieving optimum use of the conferencing facility.

Purpose

1 Strategic Context

The objective of repurposing of the ACSA Western Precinct - Headquarters is to boost nonaeronautical revenues through maximizing space utilization to improve the company's financial performance and income diversification. The conferencing facility will diversify the non-aeronautical revenue stream and promote the O.R. Tambo International Airport precinct. The facility complements existing ACSA service offering by introducing conferencing, meeting and exhibition facilities thus adding value for both ACSA and its stakeholders. A strong emphasis is also placed on the promotion of Transformation Imperatives and Broad Based Black Economic Empowerment.

Situated at one of Africa's busiest international airports, the conference centre is aimed at leveraging on the connectivity and international visibility. The conference centre's vision statement is to position itself as a premier five-star MICE destination, aligned with global standards. The Conference centre is fully furnished and partially operational, with potential for full-scale activation.

2. Facility Overview

- Infrastructure details: Meeting rooms, plenary halls, exhibition spaces, breakout rooms, VIP lounges, catering facilities, and conference production (AV) technology infrastructure.
- Capacity: Seating numbers, event sizes, and scalability.
- Amenities: Parking, food and beverages (F&B) outlets, and airport integration.

3. Value Drivers

- Revenue Diversification: Expands ACSA's income beyond aeronautical operations.
- Increased Foot Traffic: Attracts businesses, professionals, and international delegates to the airport precinct.
- Enhancing Brand Positioning: Positions ACSA as a multi-service airport hub.
- Transformation & Empowerment: Supports Broad-Based Black Economic Empowerment (BBBEE) and local entrepreneurial development.

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4. **Cost Drivers**

- Operational Management Costs: Staffing, maintenance, and utilities.
- Marketing and Promotion Expenses: Brand positioning, digital presence, and advertising.
- Technology & Infrastructure Upkeep: AV equipment, IT systems, and facility enhancements.

5. **Benefits & Savings**

Savings:

- Increased revenue streams through conferences, exhibitions, bookings, and event hosting.
- Enhanced customer experience with a formalized space for corporate engagements.
- Stronger partnerships with industry players and government entities.
- Greater economic impact via job creation and local supplier integration.
- Reduced property impairment costs by revitalizing the underutilized office space.
- Economies of scale through shared airport precinct resources (security, logistics, utilities).

6. **Governance Requirements**

- Regulatory Compliance: Adherence to South African business and commercial property regulations
- Demonstration of knowledge in Financial Performance Monitoring: Ongoing tracking of revenue, occupancy rates, and profitability metrics.
- Stakeholder Engagement: Active collaboration with government entities, corporate tenants, and airport management teams.

RFI Scope

Information for all RFI's participants. The service provider will provide services to various clientele on requests. The service provider shall set up the functions or events venues at any agreed given time. In addition, the following are part of the general operations scope:

Scope of Work for Operators

- Operations management: Full responsibility for staffing, scheduling, and service delivery.
- Guest services: Concierge, VIP handling, multilingual support, and luxury hospitality.
- Event programming: Hosting meetings, incentives, conferences, exhibitions, and hybrid events.
- Marketing & branding: Positioning the centre as a premier African MICE destination.

- Financial management: Revenue generation, transparent reporting, and compliance with airport authority requirements.
- Sustainability: Green operations, eco-certifications, and community engagement.

Operator Deliverables

- Strategic plan: Roadmap to ensure the conference centre achieve and maintain Tourism Grading Business Council and SA Tourism's five-star service status.
- Operational manuals: implementation of standard operating procedures (SOP's) for service delivery, safety, and guest management.
- Staffing plan: Recruitment, training, and retention strategies.
- Performance benchmarks: KPIs for occupancy, revenue, guest satisfaction, and sustainability.

EXPERTISE, KNOWLEDGE AND CAPACITY REQUIREMENTS

The RFI bidder must demonstrate expertise, knowledge and capacity with demonstrated ability to operate a five star conference centre facility in the following areas:

1. Event and Guest Services

- MICE programming: Develop and host meetings, incentives, conferences, exhibitions, and hybrid events.
- Guest experience: Deliver luxury-level hospitality, concierge services, and seamless integration with airport facilities.
- Catering & F&B: Operate restaurants, banqueting services, and event catering aligned with international standards.

2. Hospitality Soft Services Facility Management and Operations

- Venue operations: Full responsibility for day-to-day management, staffing, scheduling, and service delivery.
- Maintenance: Ensure upkeep of all furnished spaces, equipment, and infrastructure to five-star standards.

- Safety & compliance: Adherence to airport authority regulations, fire safety, health codes, and international hospitality standards.

3. **Managing Conference Centre Technology and Innovation**

- AV & IT systems: Manage high-end audio-visual, translation, and hybrid event technology.
- Digital platforms: Implement online booking, event management software, and customer relationship systems.
- Innovation: Introduce smart technologies, virtual conferencing, and AI-driven guest services

4. **Sustainability and Social Impact**

- Green operations: Energy efficiency, waste reduction, and eco-certifications.
- Community engagement: Partnerships with local suppliers, artisans, and cultural organizations.
- Corporate social responsibility: Programs that support local employment and skills development.

5. **Business and Financial Responsibilities**

- Revenue generation: Event rentals, catering, sponsorships, exhibitions, and ancillary services.
- Marketing & branding: Position the centre as a premier African MICE destination through global campaigns.
- Financial reporting: Transparent reporting to the airport authority or owner, including KPIs and performance metrics

6. **Operator Deliverables**

- Strategic plan: Roadmap for elevating the centre to five-star status.
- Operational manuals: SOPs for service delivery, safety, and guest management.
- Staffing plan: Recruitment, training, and retention strategies for hospitality professionals.

- Performance benchmarks: Targets for occupancy, revenue, guest satisfaction, and sustainability.

4.1 Technical Information and Specification:

4.1.1 Service Providers are requested to submit their responses via email that clearly set out their proposed solution and estimated costs to each solution in line with the request.

4.1.2 Please note that the information received in the form of a response to this RFI document will be treated with confidentiality. Service Providers are welcome to attach addendums to substantiate their response.

4.1.3 Service Providers may be required to demonstrate their proposed solution.

RFI Process Timelines

Procurement Activities	Date
RFI Issue Date	12 November 2026
RFI Closing Date for Clarification/Questions	27 November 2026
RFI Closing Date	07 November 2026, 12:00 pm

PROPOSED SOURCING METHOD

An RFI (Request for Information) ensures optimal utilization with greater revenue by allowing multiple operators to submit competitive information demonstrating how they will profitably operate the conference centre, ensuring ACSA gets the best value-for-money while maintaining high service standards.

- **Comprehensive evaluation of expertise and capabilities:**

Given the complex nature of managing a large-scale conferencing and noting that this is not ACSA's core function, an RFI enables thorough evaluation of potential operators based on experience, operational capability, event management expertise, and revenue optimization strategies.

- **Alignment with transformation and BBBEE imperatives:**

An RFI allows ACSA to prioritize Broad-Based Black Economic Empowerment (BBBEE) compliance and transformation objectives by assessing bidders on criteria beyond just cost, such as their commitment to skills development and inclusion of local suppliers.

- **Structured governance and transparency:**

ACSA will be using a two stages or phases approach whereby RFI's (first stage) respondents will be the only ones allowed to participate in RFP (second stage). Using an RFI fosters a fair, transparent, and auditable selection process, mitigating procurement risks and ensuring alignment with regulatory and corporate governance requirements.

Evaluation Criteria :

This RFI's purpose is primarily exploratory. It is used to gather information about the market, potential conference centre operators, and their capabilities. It helps the issuing organization understand what solutions or models are available before moving to a more binding RFP or RFQ stage. Based on the above, this RFI does not require the formal score card evaluation criteria used in other competitive bids like RFP or RFQ's.
An illustrative Evaluation Approach
RFI's respondents are requested on their expertise, knowledge and services on the below listed areas:

- Technical capability: technical expertise in operating similar conference centres, industry experience, and track record of an operator: **40%**
- Operational capacity: experience in MICE operations **-** proven track record managing international-standard conference centres, hotels, or large event venues. Facility management expertise - ability to maintain and operate complex infrastructure, including AV systems, catering facilities, and luxury furnishings. Guest service delivery - demonstrated capacity to provide five-star hospitality, concierge services, and multilingual support: **30%**
- Compliance readiness: regulatory, Broad-Based Black Economic Empowerment credentials, government statutory and other compulsory compliances applied within the travel, tourism and hospitality industry: **20%**
- Innovation: Technology integration Competence in implementing hybrid event platforms, booking systems, and advanced AV/IT solutions:**10%**

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

RETURNABLE DOCUMENTS AND INFORMATION	MANDATORY	ADMINISTRATIVE
Declaration of Interest Form and Politically Exposed Persons		
SBD 4 Bidder's Disclosure Form		X
SBD 6.1 Preference Points Claim Form		X
Confidentiality and Non-Disclosure Agreement		X
BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit		X
Verifiable medical certificate of report as proof of disability(For preference claims)		X
Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)		X
Certificate of Incorporation of the bidding entity showing ownership split		X
Central Supplier Database Report (CSD)		X
VAT Questionnaire		**X**
ACSA Terms and Conditions		**X**
RFI Proposal	**X**	

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.

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SECTION 3: PRICE AND PREFERENCE

SBD 6.1

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals / Preference .

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS / PREFERENCE	20
Total points for Price and SPECIFIC GOALS	**100**

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 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.*)**

Specific Goals	*Number of points (80/20 system)*
B-BBEE Status Level 1	***5***
B-BBEE Status Level 2	***4.5***
B-BBEE Status Level 3	***4***
B-BBEE Status Level 4	***3***
B-BBEE Status Level 5	***2***
B-BBEE Status Level 6	***0.5***
B-BBEE Status Level 7	***0.3***
B-BBEE Status Level 8	***0.1***
Black youth majority-owned entities	***5***
Black women majority-owned entities	***5***
Company majority owned by people with disabilities	***5***
Non- compliant contributor	***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.

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……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

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.

Contained on contract document attached

SECTION 4: 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 _____

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VAT Registration number of the bidding entity _____

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

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

_____

_____

_____

PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

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

_____	_____
Signature	Date
_____	_____
Position	Name of bidder

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SECTION 5: BIDDER'S DISCLOSURE FORM

SBD 4

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 in respect of employees of the State

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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3. Bidders' disclosure in respect of independent bidding

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

3.1 I have read and understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

…… ……

Signature Date

…… ……

Position/ Designation Name of bidder

SECTION 6: 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 -

AIRPORTS COMPANY
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1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -

1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of confidential nature of the disclosing party, in whatever form it may be;

1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;

1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;

1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;

1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;

1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;

1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -

1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;

1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;

1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;

1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;

is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

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

1.2 ""affiliate" –of a Party means any person, now or hereafter existing, who directly or indirectly controls, *(holding company)* or is controlled or is under common control of such Party (subsidiary company); a

Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;

1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;

1.4 “receiving party” – the party receiving confidential information in terms of this agreement;

1.5 “the parties” – the Airports Company and _____.

2. **INTRODUCTION**

2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.

2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.

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

3 USE OF CONFIDENTIAL INFORMATION

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

4 NON-DISCLOSURE

4.1 THE RECEIVING PARTY undertakes that –

4.1.1 it will treat the disclosing party’s confidential information as private and confidential and safeguard it accordingly;

4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the

receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information failing 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 Zamo.Dlamini@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 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.

6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. DURATION

7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. TITLE

8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:

8.1.1 to be proprietary to the disclosing party; and

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

9. RELATIONSHIP BETWEEN THE PARTIES

9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein

9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.

9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

10. ENFORCEMENT, GOVERNING LAWS AND JURISDICTION

10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.

10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. DOMICILIUM

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

11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.

11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

11.4 Any notice given and any payment made by one party to the other ("the addressee") which:

11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;

11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. GENERAL

12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.

12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.

12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.

12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.

12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.

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

SIGNED at _____ on _____day of _____202___

_____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____day of _____202___

AIRPORTS COMPANY
SOUTH AFRICA

_____

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SECTION 7: 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: **CTIA8215/2026/RFP**

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 [***CTIA8215/2026/RFP***] in accordance with Airports Company South Africa's requirements.

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

- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting by Airport Company South Africa or its agent.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Proposal submission.
-

Thus done and signed at		on this the		d a y o f		

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	

AIRPORTS COMPANY
SOUTH AFRICA

SECTION 8: VAT QUESTIONNAIRE

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

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

Yes	**No**

2. If you have answered yes to the above question, please provide the following:

2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

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

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

3. We recommend that the supplier warrants and represents that, where applicable, it is duly registered for VAT under the VAT Act.

4. Failure to comply with the VAT Act in supplying a valid VAT invoice relating to the Body of Persons will result in Airports Company South Africa SOC Limited being entitled to recover any losses, penalties and interest suffered. Failure includes but is not limited to the invoice having a VAT number that is not registered to the Joint Venture/partnership/consortium i.e. if the VAT number supplied relates to one party of the Body of Persons.

The below definitions are in relation to the above requirement.

1. Definitions

1.1 **Person**, as defined in section1(1) of the Value Added Tax Act No 89 of 1991("the VAT Act") – includes a public authority, any municipality, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

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

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

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

2. The Law

Section 51 of the VAT Act states that:

(1) Subject to the provisions of section 46, where any body of persons, whether corporate or unincorporate (other than a company), carries on or is to carry on any enterprise-

a. such body shall be deemed to carry on such enterprise as a person separate from the members of such body;

b. registration of that body as a vendor shall be effected separately from any registration of any of its members in respect of any other enterprise;

c. liability for tax in respect of supplies by that body shall be determined and calculated in respect of the enterprise carried on by it as an enterprise carried on independently of any enterprise carried on by any of its members, and any refund relating to that body's enterprise which is payable in terms of section 44 shall be made to that body; and

d. the duties and obligations imposed by this Act on any vendor or other person shall, as respects the enterprise carried on by that body, be performed by it separately from the duties and obligations imposed on any of its members.

3. Application of the Law

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

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

AIRPORTS COMPANY
SOUTH AFRICA

7. TERMS AND CONDITIONS

The following terms and conditions are applicable to this RFI process:

i. **ACSA reserves the right to restrict any Request for Proposal that might arise from this RFI process to only the Service Providers that have responded to this RFI.**

ii. The costs are estimates for budget purposes only. There is no commitment on the part of either the Service Provider or ACSA, or any obligation by ACSA to the Service Provider. The information provided must be presented in a format that corresponds to and references sections outlined within this RFI. This will allow ACSA to more easily formulate a budget based on a comparison and extraction of information from all respondents. Each RFI response will be a potential contributor to part of the overall specification formulation, budget and other.

iii. All responses will be kept confidential and not be available for public knowledge.

iv. Any irregularities or lack of clarity in the RFI should be brought to ACSA's attention as soon as possible so that corrective addenda may be furnished to prospective respondents.

v. Alterations, modifications, or variations to a proposal may not be considered unless authorized by the RFI or by addendum or amendment.

vi. Proposals may be withdrawn by written notice received prior to RFI closure.

vii. In addition to the terms and conditions stipulated, potential respondents should ensure that they have relevant experience and capacity to embark on a project of this nature with contactable references or sites.

viii. ACSA reserves the right to stop this process at any time.