



**Request for Proposal for the Acquisition of Valet Parking Operators for a period of three (3) years at Airports Company South Africa's, O R Tambo International Airport, Cape Town International Airport and King Shaka International Airport.**

**Bid Number:** : COR8075/2025/RFP

**Issue Date** : 20 February 2026

**Non-Compulsory Briefing Session via MS Teams** : 4 March 2026 at 10:00am via MS Teams

**Non-Compulsory Site Visits at mid-day (12:00)** : 9 March 2026 - O R Tambo International Airport  
10 March 2026 - King Shaka International Airport  
11 March 2026 - Cape Town International Airport

**Site Visit Requirements** : Refer information in document

**Query Closing Date** : 23 March 2026

**BID CLOSING DATE AND TIME : 17 April 2026 at 12:00 (mid-day)**

**NAME OF BIDDER:** \_\_\_\_\_  
(Bidding Entity/Company)

## PART A

### SBD 1: INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA</b>				
BID NUMBER:	COR8075/2025/RFP	CLOSING DATE:	17 April 2026	CLOSING TIME: 12:00 (Mid-day)
DESCRIPTION	Request for Proposal for the Acquisition of Valet Parking Operators for a period of three (3) years at Airports Company South Africa's, O R Tambo International Airport, Cape Town International Airport and King Shaka International Airport.			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>				
O R Tambo International Airport (Kempton Park, Johannesburg)				
Terminal "A" Building (En Route to the Aircraft Viewing Deck; ACSA Offices North wing, 3 <sup>rd</sup> floor Terminal 'A' Building) Tender Box slots can be found on the wall.				
<b>TENDER BOX "A"</b>				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	M Gounden		CONTACT PERSON	M Gounden
TELEPHONE NUMBER	n/a		TELEPHONE NUMBER	n/a
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	<a href="mailto:tenders.scm1@airports.co.za">tenders.scm1@airports.co.za</a>		E-MAIL ADDRESS	<a href="mailto:tenders.scm1@airports.co.za">tenders.scm1@airports.co.za</a>
<b>SUPPLIER INFORMATION</b>				
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:			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
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?  <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><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></p>



## 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 POST AWARD.
<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: .....



Indicate which opportunity you are submitting your bid for by ticking the box provided. Each opportunity must be tendered for separately and will be evaluated and awarded accordingly.

**TENDERS FOR EACH OPPORTUNITY WILL BE AWARDED SEPARATELY.**

**Bidders must tender for both office/kiosk and bays in a particular site.**

No.	Opportunity	✓
<b>1.</b>	<b>O R TAMBO INTERNATIONAL AIRPORT (ORTIA) – 15 VALET OPERATING OPPORTUNITIES</b>	
	Office/Kiosk – (Bays at Multi-Storey Parking to be used to construct kiosk)	
	Bays at Engen	
	Additional Office space – 375sqm ( <i>OPTIONAL</i> ) – Only Bid for this if a bid is in place for above bays at Engen and MSP bays for kiosk.	
<b>2.</b>	<b>CAPE TOWN INTERNATIONAL AIRPORT (CTIA) - 6 VALET OPERATING OPPORTUNITIES</b>	
	Office /Kiosk 1	
	Office /Kiosk 2	
	Office /Kiosk 3	
	Office /Kiosk 4	
	Office /Kiosk 5	
	Office /Kiosk 6	
	Bays	
<b>3.</b>	<b>KING SHAKA INTERNATIONAL AIRPORT (KSIA) - 4 VALET OPERATING OPPORTUNITIES</b>	
	Office /Kiosk	
	Bays	

**A SUCCESSFUL BIDDER WILL BE AWARDED A MAXIMUM OF ONE OPPORTUNITY PER AIRPORT.**

NAME OF BIDDER: \_\_\_\_\_

(Bidding Entity/Company)

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## SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to bid 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.

### 1.2. Submission of bid documents

- The bidder to **submit bids in duplicate Printed format (1 Original and 1 Copy)**.
- The printed original will be legal and binding. In the event of discrepancies between any of the submitted documents/information; the printed original will take precedence.
- The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder.
- Bids to be sealed in clearly marked envelopes/package indicating which is "Original" and which is "Copy" and marked with Bidder's name, return address and contact details on the back of the envelope; and on the front of the envelope - Bidder Reference Number, Bid Description, and the details of the Supply Chain Management department where the bid will close (refer 1.2.1. below).
- **Please ensure that the packaging of the tender document is not a large box but a lever arch file size package that can fit in the tender box insertion point.**
- There will be a register at the Tender Box, which is to be completed.
- Please arrive early at the airport in order to avoid being late to the tender box/closing.
- South Africa Standard Time (SAST) will apply to all times related to this tender.
- There will **NOT** be a public opening of tender documents.



**BID DOCUMENTS MUST BE SUBMITTED ON OR BEFORE 12:00pm (Mid-Day) ON 17 April 2026 USING THE FOLLOWING METHOD:**

**1.2.1. Hand delivery/Tender Box**

The bid document must be delivered to the address below :

<b>O R Tambo International Airport (Kempton Park, Johannesburg)</b>
<b>Terminal "A" Building</b> <b>(En Route to the Aircraft Viewing Deck; ACSA Offices North wing)</b> <b>3<sup>rd</sup> floor Terminal 'A' Building)</b> <b>Tender Box slots can be found on the wall.</b> <b>TENDER BOX "A"</b>

**1.3. Alternative Bids – *Not Applicable***

Alternative bids will not be accepted.

**1.4. Late Bids**

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

**1.5. Clarification and Communication**

<b>Name:</b>	M Gounden
<b>Email:</b>	<a href="mailto:tenders.scm1@airports.co.za">tenders.scm1@airports.co.za</a>

1.5.1. Request for clarity or information on the bid may only be requested until **23 March 2026**. 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.

1.5.2. ACSA will respond to queries on or before **27 March 2026** unless it is communicated otherwise.

1.5.3. 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.





## 1.6. **BRIEFING SESSION AND SITE VISITS**

### 1.6.1 **Non-Compulsory Briefing Session**

A non-compulsory briefing session will be held on **4 March 2026 at 10:00 AM.**

The session will be held **ONLINE via MICROSOFT TEAMS** – refer link below:

#### **Microsoft Teams meeting**

Join: **<https://teams.microsoft.com/meet/36417697325093?p=LcFZBowT4fZ3xu7Hhe>**

**Meeting ID: 364 176 973 250 93      Passcode: La2of2zG**

**OR Dial in by phone : +27 21 834 0841 South Africa, Cape Town**

**Phone conference ID: 955 548 372#**

### 1.6.2 **Non- Compulsory Site Visits**

Non-Compulsory site visits will be held at ORTIA, KSIA and CTIA.

#### **SITE VISIT REQUIREMENTS:**

- Bidders to arrive timeously for the start of the site meeting/s.
- Check at information desks and security personnel should you require further guidance to locate the assembly point.
- Parking Costs: Parking costs will be for bidders' account and must be paid for prior to exiting carpark area.

**NON-COMPULSORY SITE VISITS WILL BE HELD AT MID-DAY (12:00) AS FOLLOWS:**

DATE	AIRPORT	ASSEMBLY POINT
9 March 2026	O R Tambo International Airport	OUTSIDE, in front of Intercontinental Hotel O R Tambo International Airport
10 March 2026	King Shaka International Airport	Multi-storey office (MSO) building Ground Floor
11 March 2026	Cape Town International Airport	INFORMATION DESK (Ground Floor, Central Terminal building).



### **1.7. Bid Responses**

Bid responses must be strictly prepared and returned in accordance with this bid document. Bidders will 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.

This bid document may not be changed or altered in any manner, any change to the content of the bid document will lead to disqualification as it will be changing the terms and conditions of the tender.

### **1.9. Validity Period**

ACSA requires a validity period of one hundred and twenty (120) business/working days for this bid. During the validity period, the prices which have been offered by the bidder must remain firm and valid. ACSA may, in exceptional circumstances, request an extension of the validity period.

### **1.10. Confidentiality of Information**

ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without written approval from the bidder whose information is sought.

- 1.11.** ACSA airports are National Key Points (NKP)/ Critical Infrastructure and therefore must comply with the laws prescribed by the security cluster of the Country. Bidders and their agents/sub-contractors, etc may be subjected to security vetting. ACSA will not contract with a bidder that does not comply with the security vetting requirement.



#### **1.12. Hot – Line**

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

Airports Company South Africa TIP-OFFS ANONYMOUS

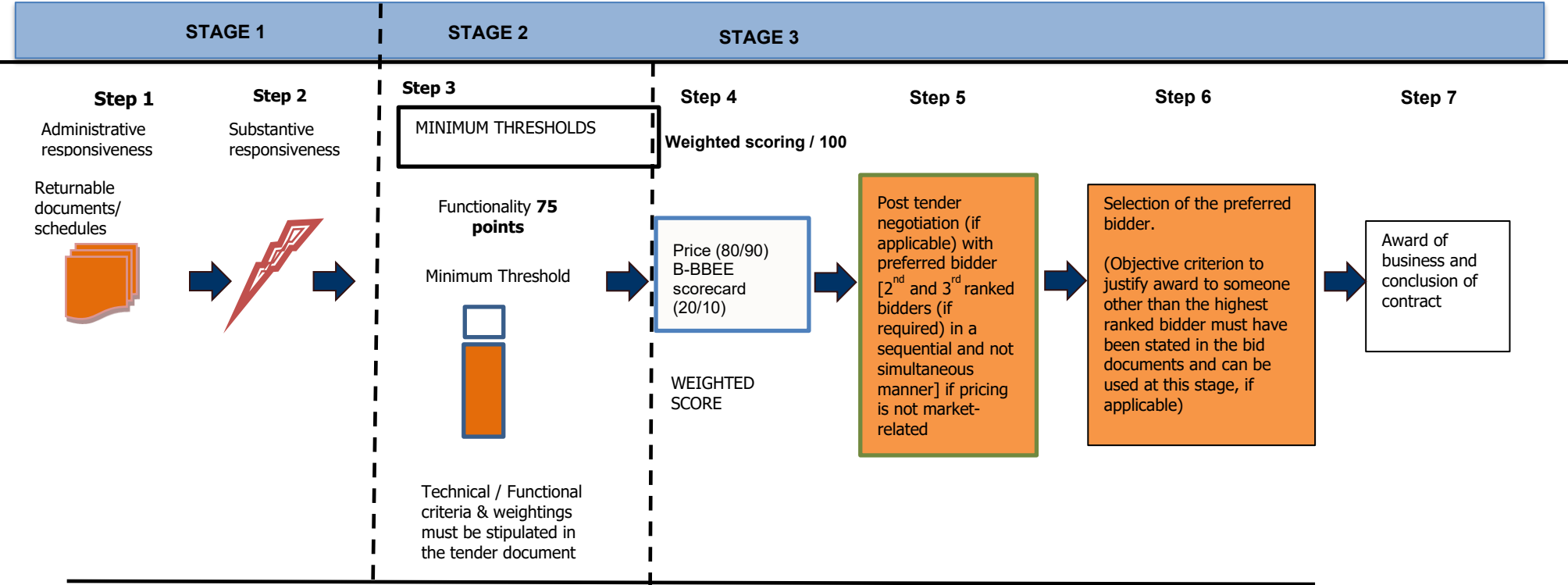
Free Call: 0800 00 80 80 or 086 726 1681

Email: **office@thehotline.co.za**

SECTION 2: EVALUATION CRITERIA

EVALUATION METHODOLOGY

ACSA will utilise the following methodology and criteria in selecting a preferred Service provider/s:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, ACSA reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

### 1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Check for Administrative responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	Section 1
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time.</li> </ul>	Section 4
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	Section 4
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised bidder</li> </ul>	All sections
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	Section 2

***The test for administrative responsiveness [Step One] must be passed for a Bidder's Proposal to progress to Step Two for further evaluation***

### STEP TWO: Test for Substantive Responsiveness

Check for substantive responsiveness	RFP Reference
Whether the bid contains a priced offer as per the pricing schedules (for the airports they are bidding for)	Section 2

***The test for substantive responsiveness [Step two] must be passed for a Bidder's Proposal to progress to Step Three for further evaluation***

## 1.2 STEP THREE: Minimum Threshold 75 points for Technical Criteria

The test for the Functional threshold will include the following:

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<p><b>1. Operations Plan</b></p> <p>Describe your Valet Parking Operation (Narrative):</p> <ul style="list-style-type: none"> <li>i. Process of vehicle booking (i.e. electronic, telephonic or walk-in)</li> <li>ii. Process of transaction within your kiosk/office environment</li> <li>iii. Process of vehicle check-in and check-out (manual or automated)</li> <li>iv. Security plan – protection of passenger vehicles</li> </ul>	<p><b>35</b></p>	<p><b>Points will be awarded as follows:</b></p> <ul style="list-style-type: none"> <li>• Operation Plan included all 4 points listed = 35 points</li> <li>• Operations Plan including 3 of the points listed = 20 points</li> <li>• Operations Plan including 2 of the points listed = 10 points</li> <li>• Operations Plan that includes one or less than one of the listed points will score zero = 0 points (zero)</li> </ul>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<p><b>2. Key Personnel: Operations Manager/s</b></p> <p>EACH AIRPORT TO HAVE ITS OWN OPERATIONS MANAGER, i.e. Bidder to have a different Operations Manager for each airport.</p> <p><b>i.e. Where a bidder will be bidding for all 3 airports, information for 3 operations managers to be included in the bid submission.</b></p> <p>Indicate relevant experience (i.e. Management of Valet Parking Operations) of the key person that will be your Operations Manager on site for this Valet Parking tender.</p> <p>a) Provide a comprehensive CV/resume. b) The Operations Managers CV to include for relevant experience i.e. Management of Valet Parking Operations.</p>	<p><b>30</b></p>	<p><b>Points will be awarded as follows, where a bidder bids for <u>ONE AIRPORT</u>: - Bidder to provide CV OF ONE OPERATION MANAGER for evaluation.</b> <b>CV will be scored as follows:</b></p> <ul style="list-style-type: none"> <li>• More than 2 years of relevant experience = 30 points</li> <li>• Between &gt;1– 2 years relevant experience =15 points</li> <li>• Between 6-months - 1-year relevant experience = 10 points</li> <li>• Less than 6 months, and where the number of months/years of experience cannot be determined from CV = 0 points (zero)</li> </ul> <p><b>Points will be awarded as follows where a bidder bids for <u>2 airports</u>: - Bidder to provide CVs OF 2 OPERATION MANAGERS for evaluation.</b> <b>Each CV will be scored as follows:</b></p> <ul style="list-style-type: none"> <li>• More than 2 years of relevant experience = 15 points</li> <li>• Between &gt;1– 2 years relevant experience =7,5 points</li> <li>• Between 6-months - 1 year relevant experience = 5 points</li> <li>• Less than 6 months and where the number of months/years of experience cannot be determined from CV = 0 points (zero)</li> </ul> <p><b>Points will be awarded as follows where a bidder bids for <u>3 airports</u>: Bidder to provide CVs OF 3 OPERATION MANAGERS for evaluation.</b> <b>Each CV will be scored as follows:</b></p> <ul style="list-style-type: none"> <li>• More than 2 years of relevant experience = 10 points</li> <li>• Between &gt;1– 2 years relevant experience =5 points</li> <li>• Between 6-months - 1 year relevant experience = 3,33 points</li> <li>• Less than 6 months and where the number of months/years of experience cannot be determined from CV = 0 points (zero)</li> </ul>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<b>3. Customer Service Procedure</b> Bidder to describe how the following will be addressed: (Narrative) <ul style="list-style-type: none"> <li>i. Lost items from the customer vehicle</li> <li>ii. Customer complaints about services rendered</li> <li>iii. Customer complaints about non-authorised usage of the vehicle while in the possession/control of the valet parking service provider.</li> <li>iv. Vehicle not in good condition on inspection when collected by the customer.</li> <li>v. Customer vehicle damaged or lost while in the premises/possession/control of the valet parking services provider.</li> </ul>	<b>35</b>	Points will be awarded as follows : <ul style="list-style-type: none"> <li>• Procedure including all 4 points listed = 35 points</li> <li>• Procedure including 3 of the points listed = 25 points</li> <li>• Procedure including 2 of the points listed = 20 points</li> <li>• Procedure including 1 of the points listed = 10 points</li> <li>• Detailed plan showing none of the points listed = 0 points (zero)</li> </ul>
<b>Total Weighting:</b>	<b>100</b>	
<b>Minimum qualifying score required:</b>	<b>75</b>	

Bidders are to note that ACSA will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

***The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Bidder's Proposal to progress for further evaluation***



### 1.3 STEP FOUR Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80/90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Section 2

ACSA will utilise the following formula in its evaluation of Price:

$$PS = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ OR } PS = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

$P_s$  = Points scored for the price of Bid under consideration  
 $P_t$  = Price of Bid under consideration  
 $P_{max}$  = Price of the highest acceptable Bid

b) **Specific Goals** [Weighted score 20/10 points]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 2 of the specific goals Claim Form.

### 1.4 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Functionality	75

Evaluation Criteria	Final Weighted Scores
Price	80/90
Specific goals – Scorecard	20/10
<b>TOTAL SCORE:</b>	<b>100</b>

### 1.5 STEP FIVE: Price Negotiations (if applicable)

- Bidders are to note that ACSA may not award a contract if the price offered is not market-related. In this regard, ACSA reserves the right to engage in PTN with a view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Bidder being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.



- Should ACSA conduct post tender negotiations, Bidders will be requested to provide their best and final offers to ACSA based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Bidder(s).

#### **1.6 STEP SIX: Objective Criteria**

ACSA reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria ACSA may apply in this bid process include:

- A successful bidder will be awarded a maximum of one opportunity per airport
- Where the bidder bids and is ranked number 1 for more than 1 opportunity per airport, the bidder will be awarded as per their first preference for the opportunity.
- For the other opportunities where the bidder was ranked number 1, the next acceptable highest bidder will be awarded those opportunities thus satisfying the maximum of one opportunity per airport.

#### **1.7 STEP SEVEN: Award of business and conclusion of contract**

Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter, the final contract will be concluded with the successful Bidder(s). where applicable.



## **PRICING INSTRUCTIONS**

- a) The Pricing Schedules form part of and must be read in conjunction with the entire bid document.
- b) Bidders must tender for both office/kiosk and bays in a particular site.
- c) Bid Offer/Prices must be in South African Currency (Rands).
- d) The number of bays being tendered for should be consistent over the 3 years.
- e) Bidders must price in accordance with the pricing schedules provided to enable ACSA to compare priced offers.
- f) Complete the order of Preference table when bidding for more than one opportunity.
- g) Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- h) Do not leave any area blank in the pricing schedules.
- i) Bidder's offers that contain correctional fluid will be disqualified.
- j) Corrections to be countersigned.
- k) Should there be any queries regarding the pricing schedule/s, same to be sent in writing via e-mail by the Query Closure Date.
- l) The Bid offer must be inclusive of VAT.
- m) The VAT portion must be indicated separately

## **PRICING SCHEDULES (BID OFFERS)**

Bidder to complete the following Pricing Schedule/s for the relevant opportunity they are tendering for.

**PRICING SCHEDULE 1: OR TAMBO INTERNATIONAL AIRPORT**
**PRICING SCHEDULE 1.1**

*In case the bidder requests more bays than we can offer, an alternative number of bays or location will be taken into consideration for a review. If the bidder does not accept this alternative location or number of bays, ACSA will not be obliged to offer the position of the valet parking opportunity, or any other opportunity or any other position, and ACSA will have the right to withdraw the offer of bid award.*

OR TAMBO INTERNATIONAL AIRPORT – Bays at Multi- Storey Parking (FOR KIOSK/OFFICE) <i>Bidder to construct office/kiosk.</i>									
ACSA Minimum Rate in Year one R868.80 per bay									
A	B	C	D	E	F	G	H	I	J
Period	Number of Bays available	Number of Bays being tendered for by Bidder.  <i>(Bidder to bid for a Minimum of 5 bays.)</i>	Annual Escalation %	ACSA's minimum Rate/Bay Excluding VAT	Bidder's Offer Rate/Bay Excluding VAT  <i>(Cannot be less than ACSA's minimum rate/bay)</i>	Bidder's Offer Rental per month (Excl Vat) <i>Column C x F</i>	Bidders Annual Rental (Excl VAT) <i>Column G x 12</i>	VAT (15%) <i>Column Hx15%</i>	Bidders Annual Rental (Including VAT) <i>Column H + I</i>
Year 1	82		n/a	R868.80	R	R	R	R	R
Year 2	82		10%	R955,68					
Year 3	82		10%	R1051,24					
<b>Total Including VAT</b>									R

Bidding Entity/Company: \_\_\_\_\_

**PRICING SCHEDULE 1.2**

*In case the bidder requests more bays than we can offer, an alternative number of bays or location will be taken into consideration for a review. If the bidder does not accept this alternative location or number of bays, ACSA will not be obliged to offer the position of the valet parking opportunity, or any other opportunity or any other position, and ACSA will have the right to withdraw the offer of bid award.*

<b>OR TAMBO INTERNATIONAL AIRPORT – Bays at Engen Garage</b>									
<b>ACSA Minimum Rate in Year one R550,00 per bay</b>									
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>
<b>Period</b>	<b>Number of Bays available</b>	<b>Number of Bays being tendered for by Bidder.</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/Bay Excluding VAT</b>	<b>Bidder's Offer Rate/Bay Excluding VAT (Cannot be less than ACSA's minimum rate/bay)</b>	<b>Bidder's Offer Rental per month (Excl Vat) Column C x F</b>	<b>Bidders Annual Rental (Excl VAT) Column G x 12</b>	<b>VAT (15%) Column Hx15%</b>	<b>Bidders Annual Rental (Including VAT) Column H + I</b>
Year 1	844		n/a	R550,00	R	R	R	R	R
Year 2	844		10%	R605,00					
Year 3	844		10%	R665,50					
<b>Total Including VAT</b>									<b>R</b>

**Bidding Entity/Company:** \_\_\_\_\_

**PRICING SCHEDULE 1.3: O R TAMBO INTERNATIONAL AIRPORT (ORTIA)**

ACSA will award to the top 15 (maximum) ranked bidders based on the total price in this pricing schedule (Kiosk/Office and Bays) for ORTIA

No.	ORTIA (Kiosk/Office and Bays)	Price Excluding VAT
1	KIOSK/OFFICE (Bays at MSP) – “ <b>Year 1” Price for 5 bays</b> (Rate offered in year 1 in price schedule 1.1 above..... x 5)	R
2	BAYS (Engen Garage) – “ <b>Year 1” Price for 1 bay</b> (Rate offered in year 1 in price schedule 1.2 above..... x 1)	
<b>Total Excluding VAT</b>		
<b>VAT @ 15%</b>		
<b>TOTAL INCLUDING VAT</b>		

Bidder will be disqualified if the detailed pricing schedules above (1.1 and 1.2) for ORTIA are not completed (as per Mandatory Criteria).

**BIDDING COMPANY/ENTITY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
 (Duly Authorised)

**NAME:** \_\_\_\_\_

**PRICING SCHEDULE 1.4 – ADDITIONAL OFFICE SPACE (Optional)**

*Only Bid for this additional office space if a bid is in place for the bays at MSP bays for kiosk and bays at Engen (Pricing schedules 1.1 , 1.2 ,1.3)*

<b>OR TAMBO INTERNATIONAL AIRPORT – Additional Office Space (Optional)</b>								
<b>ACSA Minimum Rate in Year one R214,54/sqm</b>								
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Period</b>	<b>Area sqm</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/m<sup>2</sup> Excluding VAT</b>	<b>Bidder's Offer Rate/m<sup>2</sup> Excluding VAT (Cannot be less than ACSA's minimum Rate/m<sup>2</sup>)</b>	<b>Bidder's Offer Rental per month (Excl VAT) Column B x E</b>	<b>Bidders Annual Rental (Excl VAT) Column F x 12</b>	<b>VAT (15%) Column G x 15%</b>	<b>Bidders Annual Rental (Including VAT) Column G + H</b>
Year 1	375	n/a	R214,54	R	R	R	R	R
Year 2	375	10%	R235,99					
Year 3	375	10%	R259,59					
<b>Total Including VAT</b>								<b>R</b>

**Bidding Entity/Company:** \_\_\_\_\_

**PRICING SCHEDULE 2: CAPE TOWN INTERNATIONAL AIRPORT**
**PRICING SCHEDULE 2.1**

<b>CAPE TOWN INTERNATIONAL AIRPORT – Office/Kiosk 1</b>								
<b>ACSA Minimum Rate in Year one R235.95/sqm</b>								
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Period</b>	<b>Area sqm</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/m<sup>2</sup> Excluding VAT</b>	<b>Bidder's Offer Rate/m<sup>2</sup> Excluding VAT (Cannot be less than ACSA's minimum rate/m<sup>2</sup>)</b>	<b>Bidder's Offer Rental per month (Excl VAT) Column B x E</b>	<b>Bidders Annual Rental (Excl VAT) Column F x 12</b>	<b>VAT (15%) Column G x 15%</b>	<b>Bidders Annual Rental (Including VAT) Column G + H</b>
Year 1	41,7	n/a	R235,95	R	R	R	R	R
Year 2	41,7	10%	R259,55					
Year 3	41,7	10%	R285,50					
<b>Total Including VAT</b>								R

Bidding Entity/Company : \_\_\_\_\_



**PRICING SCHEDULE 2.2**

<b>CAPE TOWN INTERNATIONAL AIRPORT – Office/Kiosk 2</b>								
<b>ACSA Minimum Rate in Year one R235.95/sqm</b>								
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Period</b>	<b>Area sqm</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/m<sup>2</sup> Excluding VAT</b>	<b>Bidder's Offer Rate/m<sup>2</sup> Excluding VAT (Cannot be less than ACSA's minimum rate/m<sup>2</sup>)</b>	<b>Bidder's Offer Rental per month (Excl VAT) Column B x E</b>	<b>Bidders Annual Rental (Excl VAT) Column F x 12</b>	<b>VAT (15%) Column G x 15%</b>	<b>Bidders Annual Rental (Including VAT) Column G + H</b>
Year 1	41,7	n/a	R235.95	R	R	R	R	R
Year 2	41,7	10%	R259,55					
Year 3	41,7	10%	R285,50					
<b>Total Including VAT</b>								R

Bidding Entity/Company : \_\_\_\_\_

**PRICING SCHEDULE 2.3**

<b>CAPE TOWN INTERNATIONAL AIRPORT – Office/Kiosk 3</b>								
<b>ACSA Minimum Rate in Year one R235.95/sqm</b>								
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Period</b>	<b>Area sqm</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/m<sup>2</sup> Excluding VAT</b>	<b>Bidder's Offer Rate/m<sup>2</sup> Excluding VAT (Cannot be less than ACSA's minimum rate/m<sup>2</sup>)</b>	<b>Bidder's Offer Rental per month (Excl VAT) Column B x E</b>	<b>Bidders Annual Rental (Excl VAT) Column F x 12</b>	<b>VAT (15%) Column G x 15%</b>	<b>Bidders Annual Rental (Including VAT) Column G + H</b>
Year 1	47	n/a	R235.95	R	R	R	R	R
Year 2	47	10%	R259,55					
Year 3	47	10%	R285,50					
<b>Total Including VAT</b>								R

Bidding Entity/Company : \_\_\_\_\_

**PRICING SCHEDULE 2.4**

<b>CAPE TOWN INTERNATIONAL AIRPORT – Office/Kiosk 4</b>								
<b>ACSA Minimum Rate in Year one R235.95/sqm</b>								
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Period</b>	<b>Area sqm</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/m<sup>2</sup> Excluding VAT</b>	<b>Bidder's Offer Rate/m<sup>2</sup> Excluding VAT (Cannot be less than ACSA's minimum rate/m<sup>2</sup>)</b>	<b>Bidder's Offer Rental per month (Excl VAT) Column B x E</b>	<b>Bidders Annual Rental (Excl VAT) Column F x 12</b>	<b>VAT (15%) Column G x 15%</b>	<b>Bidders Annual Rental (Including VAT) Column G + H</b>
Year 1	49,10	n/a	R235.95	R	R	R	R	R
Year 2	49,10	10%	R259,55					
Year 3	49,10	10%	R285,50					
<b>Total Including VAT</b>								R

Bidding Entity/Company : \_\_\_\_\_

**PRICING SCHEDULE 2.5**

<b>CAPE TOWN INTERNATIONAL AIRPORT – Office/Kiosk 5</b>								
<b>ACSA Minimum Rate in Year one R235.95/sqm</b>								
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Period</b>	<b>Area sqm</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/m<sup>2</sup> Excluding VAT</b>	<b>Bidder's Offer Rate/m<sup>2</sup> Excluding VAT (Cannot be less than ACSA's minimum rate/m<sup>2</sup>)</b>	<b>Bidder's Offer Rental per month (Excl VAT) Column B x E</b>	<b>Bidders Annual Rental (Excl VAT) Column F x 12</b>	<b>VAT (15%) Column G x 15%</b>	<b>Bidders Annual Rental (Including VAT) Column G + H</b>
Year 1	41,7	n/a	R235.95	R	R	R	R	R
Year 2	41,7	10%	R259,55					
Year 3	41,7	10%	R285,50					
<b>Total Including VAT</b>								R

Bidding Entity/Company : \_\_\_\_\_

**PRICING SCHEDULE 2.6**

<b>CAPE TOWN INTERNATIONAL AIRPORT – Office/Kiosk 6</b>								
<b>ACSA Minimum Rate in Year one R235.95/sqm</b>								
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Period</b>	<b>Area sqm</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/m<sup>2</sup> Excluding VAT</b>	<b>Bidder's Offer Rate/m<sup>2</sup> Excluding VAT (Cannot be less than ACSA's minimum rate/m<sup>2</sup>)</b>	<b>Bidder's Offer Rental per month (Excl VAT) Column B x E</b>	<b>Bidders Annual Rental (Excl VAT) Column F x 12</b>	<b>VAT (15%) Column G x 15%</b>	<b>Bidders Annual Rental (Including VAT) Column G + H</b>
Year 1	41,7	n/a	R235.95	R	R	R	R	R
Year 2	41,7	10%	R259,55					
Year 3	41,7	10%	R285,50					
<b>Total Including VAT</b>								R

Bidding Entity/Company : \_\_\_\_\_

**PRICING SCHEDULE 2.7**

*In case where bidder request more bays than we can offer, an alternative number of bays or location will be taken into consideration for a review. If the bidder does not accept this alternative location or number bays, ACSA will not be obliged to offer the position of the valet parking opportunity, or any other opportunity or any other position, and ACSA will have the right to withdraw the offer of bid award.*

<b>CAPE TOWN INTERNATIONAL AIRPORT – Bays</b>									
<b>ACSA Minimum Rate in Year one R952.61 per bay</b>									
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>
<b>Period</b>	<b>Number of Bays available</b>	<b>Number of Bays being tendered for by Bidder.</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/bay Excluding VAT</b>	<b>Bidder's Offer Rate/Bay Excluding VAT (Cannot be less than ACSA's minimum rate/bay)</b>	<b>Bidder's Offer Rental per month (Excl Vat) Column C x F</b>	<b>Bidders Annual Rental (Excl VAT) Column G x 12</b>	<b>VAT (15%) Column Hx15%</b>	<b>Bidders Annual Rental (Including VAT) Column H + I</b>
Year 1	743		n/a	R952.61	R	R	R	R	R
Year 2	743		10%	R1047,87					
Year 3	743		10%	R1152,66					
<b>Total Including VAT</b>									<b>R</b>

**Bidding Entity/Company :** \_\_\_\_\_

**PRICING SCHEDULE 2.8: CAPE TOWN INTERNATIONAL AIRPORT (CTIA)**

Bidders are encouraged to bid for more than one kiosk. ACSA will award to the top ranked bidders for each of the kiosks based on the total price of the kiosk and bay in this pricing schedule for CTIA.

No.	CTIA (Kiosk/Office& Bays)	Kiosk 1	Kiosk 2	Kiosk 3	Kiosk 4	Kiosk 5	Kiosk 6
1	KIOSK/OFFICE: <u>Year 1 Price per m<sup>2</sup></u> Excluding VAT	R	R	R	R	R	R
2	BAYS: <u>Year 1 Price for 1 bay</u> Excluding VAT						
Total Excluding VAT							
VAT @ 15%							
TOTAL INCLUDING VAT							

Bidder will be disqualified if the detailed relevant pricing schedules above for CTIA are not completed (as per Mandatory Criteria).

BIDDING COMPANY/ENTITY: \_\_\_\_\_

SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_  
(Duly Authorised)

NAME: \_\_\_\_\_

**PRICING SCHEDULE 3: KING SHAKA INTERNATIONAL AIRPORT**
**PRICING SCHEDULE 3.1 : OFFICE/KIOSK**

There will be 4 opportunities available for the Office/Kiosk area. Each area is 43,75sqm. *Bidder to construct office/kiosk.*

<b>KING SHAKA INTERNATIONAL AIRPORT – (Area for Office/Kiosk)</b>								
<b>ACSA Minimum Rate in Year one R235.95/sqm</b>								
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Period</b>	<b>Area sqm</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/m<sup>2</sup> Excluding VAT</b>	<b>Bidder's Offer Rate/m<sup>2</sup> Excluding VAT (Cannot be less than ACSA's minimum rate/m<sup>2</sup>)</b>	<b>Bidder's Offer Rental per month (Excl VAT) Column B x E</b>	<b>Bidders Annual Rental (Excl VAT) Column F x 12</b>	<b>VAT (15%) Column G x 15%</b>	<b>Bidders Annual Rental (Including VAT) Column G + H</b>
Year 1	43,75	n/a	R235.95	R	R	R	R	R
Year 2	43,75	10%	R259,55					
Year 3	43,75	10%	R285,50					
<b>Total Including VAT (Carry over to Summary Pricing Schedule)</b>								<b>R</b>

Bidding Entity/Company : \_\_\_\_\_



### PRICING SCHEDULE 3.2

There are a total of 200 bays available for 4 opportunities. A bidder to tender for 50 bays.

<b>KING SHAKA INTERNATIONAL AIRPORT – Bays</b>								
<b>ACSA Minimum Rate in Year one R952.61 per bay</b>								
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Period</b>	<b>Number of Bays</b>	<b>Annual Escalation %</b>	<b>ACSA's minimum Rate/bay Excluding VAT</b>	<b>Bidder's Offer Rate Excluding VAT (Cannot be less than ACSA's minimum rate)</b>	<b>Bidder's Offer Rental per month (Excl Vat) <i>Column B x E</i></b>	<b>Bidders Annual Rental (Excl VAT) <i>Column F x 12</i></b>	<b>VAT (15%) <i>Column G x 15%</i></b>	<b>Bidders Annual Rental (Including VAT) <i>Column G + H</i></b>
Year 1	50	n/a	R952.61	R	R	R	R	R
Year 2	50	10%	R1047,87					
Year 3	50	10%	R1152,66					
<b>Total Including VAT (Carry over to Summary Pricing Schedule)</b>								R

Bidding Entity/Company : \_\_\_\_\_

**PRICING SCHEDULE 3.3: KING SHAKA INTERNATIONAL AIRPORT (KSIA)****SUMMARY PRICING SCHEDULE**

ACSA will award to the top 4 (maximum) ranked bidders based on the total price in this pricing schedule for KSIA

No.	KSIA - Kiosk/Office & Bays	Price Including VAT
3.1	KIOSK/OFFICE ( <i>TOTAL Including VAT from Pricing Schedule 3.1</i> )	R
3.2	BAYS ( <i>TOTAL Including VAT from Pricing Schedule 3.2</i> )	R
TOTAL INCLUDING VAT		R

Bidder will be disqualified if the detailed pricing schedules (3.1 & 3.2) are not completed (as per Mandatory Criteria).

BIDDING COMPANY/ENTITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Duly Authorised)

NAME: \_\_\_\_\_



## **SECTION 3: BACKGROUND, EXECUTIVE OVERVIEW, PURPOSE AND SCOPE**

### **3.1. BACKGROUND**

Airports Company South Africa (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, Dawie Stuurman International Airport (PLZ), King Phalo Airport (ELN), George Airport (GRJ), Bram Fischer (BRAM), Kimberley Airport (KMB), and Upington (UTN). ACSA's registered corporate office operates from Airport Park in Kempton Park, right next to the OR Tambo International Airport.

ACSA's commercial division's vision and intent is to be a world-class airport commercial business that delivers superior non-aeronautical returns and enhances customer experiences through collaboration with our commercial partners.

### **3.2. EXECUTIVE OVERVIEW**

Whereas ACSA is seeking a partner(s) to provide solutions for its valet parking services, it also seeks to improve its current processes for providing these Services to its customers/ visitors throughout its airports.

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.

The selected Service Provider(s) must share in the mission and business objectives of ACSA. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, ACSA and its Service Provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow ACSA to reach higher levels of quality, service and profitability.

Specifically, ACSA seeks to benefit from this partnership in the following ways:

1. ACSA must receive experience services from the Service Provider's streamlined customer service processes.
2. ACSA must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service Provider(s).
3. ACSA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.
4. ACSA's overall competitive advantage must be strengthened by the chosen Service Provider's leading-edge technology and service delivery systems.



5. ACSA customers must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
6. Transnet must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

### 3.3. PURPOSE

ACSA's purpose is to create a world-class valet parking environment, providing the highest level of service and convenience for valet parking users at airport terminals across the network.

### 3.4 SCOPE

#### Abbreviations and Definitions

Abbreviation	Meaning / Interpretation
ACSA	Airports Company South Africa
ORTIA	O R Tambo International Airport (Johannesburg)
CTIA	Cape Town International Airport (Cape Town)
KSIA	King Shaka International Airport (Durban)

#### 3.4.1 SCOPE OVERVIEW

The scope of works for this request for proposal (RFP) is for the Acquisition of Valet Parking Operators for a period of three (3) years at three Airports Company South Africa's airports:

ACSA seeks a service provider(s) to submit a proposal that will address the following top 5 benefits for a Valet Parking System for ACSA.

#### Introduction:

- Briefly introduce the concept of valet parking services and their growing popularity in the aviation industry

#### 1. Convenience:

- Explain how valet parking eliminates the hassle of finding parking spaces, especially in crowded airports or during busy events.
- Highlight the time-saving aspect for guests or customers, allowing them to focus on the event or their business rather than searching for parking.

#### 2. Enhanced Customer Experience:

- Discuss how valet parking adds a touch of luxury and convenience, leaving a positive impression on guests or customers.



- Emphasise the personalised service and attention to detail provided by professional valet attendants.

### 3. Optimal Space Utilisation:

- Explore how valet parking maximises parking space efficiency, allowing businesses to accommodate more guests or customers in limited parking areas.
- Mention how valet attendants strategically park vehicles to maximise available space.

### 4. Increased Safety and Security:

- Highlight the safety benefits of valet parking, including reduced risks of theft, vandalism, and accidents in parking areas.
- Discuss how trained valet attendants monitor vehicles and ensure their safekeeping throughout the parking duration.

### 5. Professionalism and Brand Image:

- Explain how offering valet parking services reflects positively on businesses' or event organisers' professionalism and attention to detail.
- Discuss the branding opportunities and the potential for creating a memorable first impression through valet services.

The airports of focus when preparing your proposal (depending on the airport you will be bidding for)

- OR Tambo International Airport (Based in Johannesburg)
- Cape Town International Airport (Cape Town)
- King Shaka International Airport (Durban)

#### 3.4.1 SCOPE OF REQUIREMENTS

To appoint Valet Parking Services across three major international airports. The facilities available in the relevant airport environments are as follows:

AIRPORT	Number of Valet Operator Opportunities
ORTIA	15
CTIA	6
KSIA	4

**A SUCCESSFUL BIDDER WILL BE AWARDED A MAXIMUM OF ONE OPPORTUNITY PER AIRPORT.**



### 3.4.3 O.R TAMBO INTERNATIONAL AIRPORT (ORTIA)

AIRPORT: ORTIA	OFFICE SIZE (Sqm) AND NUMBER OF BAYS	MINIMUM RATE REQUIRED PER SQM / BAY
Bays at Engen garage	844 bays	R550.00 / bay
For Kiosk: Bays at Multi-Storey Parking to be used to construct kiosk ( <b><i>Bidder to bid for a Minimum of 5 bays.</i></b> )	82 bays	R868.80 / bay
Additional Office Space (Optional - not for kiosk construction)	375 sqm	R214.54 / sqm

#### **Additional Office space – 375sqm (Optional)**

- Located at MSP – 4<sup>th</sup> floor
- An office space of 375sqm is available to one successful bidder for valet parking operations.
- ***Only Bid for this additional office space if a bid is in place for the bays at Engen and MSP bays for kiosk.***

#### **ORTIA Kiosks/Offices:**

- a) Valet operators will need to build their own kiosk/office space (not permanent material) in ORTIA at the operator's cost. Beneficiary occupation equivalent to the cost of the Kiosk but not more 3-month rental will apply. Rental is not required to be paid to ACSA during beneficiary occupation.
- b) At the end of the contract tenure, the asset will automatically be transferred to ACSA.
- c) Bays at Terminal - Operator must bid at least a minimum of five bays at the Airport (Bays at Terminal only – for the purpose of kiosk and vehicle drop-off and inspection).
- d) The bays at the Engen garage have no limit to bid for.
- e) Bidders will only be considered for the valet opportunities for the airports for which they tender.
- f) In case the bidder requests more bays than we can offer, an alternative number of bays or location will be taken into consideration for a review. If the bidder does not accept this alternative location or number of bays, ACSA will not be obliged to offer the position of the valet parking opportunity, or any other opportunity or any other position, and ACSA will have the right to withdraw the offer of bid award.
- g) Office or/and Kiosk rate excludes utilities.

#### 3.4.4 CAPE TOWN INTERNATIONAL AIRPORT (CTIA)

<b>AIRPORT: CTIA</b>	<b>OFFICE/KIOSK SIZE (Sqm) &amp; NUMBER OF BAYS</b>	<b>Minimum RATE Required per Sqm and per bay</b>
Office 1	41,7sqm	R235.95/sqm
Office 2	41,7sqm	R235.95/sqm
Office 3	47sqm	R235.95/sqm
Office 4	49,10sqm	R235.95/sqm
Office 5	41,7sqm	R235.95/sqm
Office 6	41,7sqm	R235.95/sqm
Bays	743	R952.61/bay

##### **CTIA Kiosks/Offices:**

- Kiosk shells are in place at Cape Town International Airport.
- There is no limit to bidding on the 743 bays.
- Bidders will only be considered for the valet opportunities for the airports for which they tender.
- In case a bidder requests more bays than we can offer, an alternative number of bays or location will be taken into consideration for a review. If the bidder does not accept this alternative location or number of bays, ACSA will not be obliged to offer the position of the valet parking opportunity, or any other opportunity or any other position, and ACSA will have the right to withdraw the offer of bid award.
- Office or/and Kiosk rate excludes utilities.

#### 3.4.5 KING SHAKA INTERNATIONAL AIRPORT (KSIA)

<b>AIRPORTS KSIA</b>	<b>OFFICE/KIOSK SIZE &amp; NUMBER OF BAYS</b>	<b>PROPOSED RATE</b>
Office/Kiosk (total space is 175sqm for 4 Kiosks)	43,75 sqm per Kiosk / operator	R235.95/sqm
Bays (200 bays to cater for 4 valet operators)	50 bays / operator	R952.61/bay

##### **KSIA Kiosks/Offices:**

- Valet operators will need to build their own kiosk/office space (not permanent material) in KSIA at the operator's cost. Beneficiary occupation equivalent to the cost of the Kiosk but not more than 3-month rental. Rental is not required to be paid to ACSA during beneficiary occupation.
- At the end of the contract tenure, the asset will automatically be transferred to ACSA.
- We are looking for four operators; each operator must bid as follows:
- 50 Bays for operation
- 43,75sqm for kiosk/office



- f) Office or/and Kiosk rate excludes utilities.
- g) A free pick-up/drop-off area for Valet parking will be provided by King Shaka International Airport.

### 3.4.6 Contractual Strategy

- (a) The business to be conducted by the lessee from the premises, which comprises the kiosk and parking bays, shall be confined to the management, promotion, operation, and marketing of valet parking services and for no other activities.
- (b) The permitted usage shall include the collection of vehicles from customers at the premises, the removal of such vehicles to their storage areas, the safe custody of such vehicle including control over keys, access to such vehicles and delivery of such vehicles at the premises to the customer or person lawfully entitled to take possession thereof.
- (c) The washing of the lessee's vehicles and those belonging to its customers, and the parking of vehicles owned by the lessee's staff on the parking bays, is strictly prohibited.
- (d) Water and electricity utilised on the premises are recoverable by the lessor from the lessee.
- (e) Lessee will be required to pay a security deposit in respect of the first month in year 3 multiplied by three.
- (f) Operator must have a point-of-sale system to allow ACSA's RTMS system connection.
- (g) Monthly submission of Audited Turnover Certificate (ATC) signed by a registered Auditor/Accountant is compulsory.
- (h) The number of valet parking opportunities varies per airport based on size and the extent of the valet parking business at the respective airport.
- (i) The concession period for this bid is for a period of 3 years.
- (j) The minimum fixed rental will escalate by 10% annually.
- (k) General Liability Insurance will be compulsory for all successful bidders
- (l) Public Liability insurance for a limit not less than R10 million, for the duration of the lease
- (m) Provide proof of insurance to ACSA at the commencement of the lease, and annually when the cover is renewed.
- (n) A Bidder who will qualify for award at various airports will only be required to enter into a single concession or agreement for all the airports they want to operate in.
- (o) Lessees are responsible for the cost of security, cleaning and management of their holding area. Lessees will be required to comply with the standard signage rules within the specific area of the airport.
- (p) Lessees will be required to submit their security and safety plans for assessment by the ACSA security division. Lessees are informed that only ACSA approved security contractors can be employed at the airport. The security cost within the valet parking environment will be for the Lessee's account.
- (q) Lessees are responsible for the lighting and maintenance of their parking bays. ACSA will be responsible for the common areas.





- (r) Lessees will be required to conform to the management rules at the airport. Spot fines will be levied for transgressions of these management rules.
- (s) The Lessee will allow ACSA to conduct site inspections at regular intervals or as and when ACSA requires.
- (t) The Lessee shall undertake to make provisions for the ACSA review meetings at intervals to be advised from time to time.
- (u) In case the bidder requests more bays than we can offer, an alternative number of bays or location will be taken into consideration for a review. If the bidder does not accept this alternative location or number of bays, ACSA will not be obliged to offer the position of the valet parking opportunity, or any other opportunity or any other position, and ACSA will have the right to withdraw the offer of bid award.
- (v) The Lessees would need to pay ACSA the greater of either a Minimum Guaranteed lease amount (fixed) or 9% of turnover rental (top-up); whichever is the greater.
- (w) ACSA will not permit unauthorised sub-letting by Lessee.

#### **3.4.7. Expectations from the Operators**

- (a) A valet parking operator should make sure that the valet service offered at our airport meets or exceeds customer's expectations.
- (b) They must have a strong customer service culture in their organisation since they are the first people to greet arriving guests, she/he should be able to set the tone and greatly contribute to customer first impressions.
- (c) Picking up vehicles from designated areas and safely parking them, and hand it over back to the client in good condition.
- (d) Valet operator should have proper recording of parking spots and placing guest's keys in a safe location.
- (e) Quick process of retrieving vehicles when guests are ready to leave.
- (f) Operator should demonstrate strong customer service skills to interact professionally with customers.
- (g) They should demonstrate their risk management plan on reducing or preventing the risk of liability due to damaged, stolen, vandalised or unauthorised usage of vehicles.
- (h) The operator should ensure that their employees are sufficiently trained with training plans in place.
- (i) All ACSA compulsory stakeholder and customer service training must be attended by Lessees.
- (j) Branded company attire (Uniform): Valet Parking Operator employees must be dressed neatly and always be presentable in their branded attire of choice.
- (k) Behaviour conduct: Comply with Airport rules (Safety and Hygiene standards)
- (l) Lessee must comply with all the relevant legislation relating to valet parking and the airport environment.
  - a. ACSA Environmental Policy and OHS Act
  - b. National Road Traffic Act and rules



- c. ACSA Housekeeping Rules
- d. Etc
- (m) Permit Requirements for operating at ACSA airports

### 3.4.8. NUMBER OF OPPORTUNITIES PER BIDDER

#### **A SUCCESSFUL BIDDER WILL ONLY BE AWARDED A MAXIMUM OF ONE OPPORTUNITY PER AIRPORT.**

Bidder to indicate below the order of preference where bidding for more than one (1) opportunity at CTIA, and they are the successful bidder.

Indicate one (1) for the first choice, two (2) for the second choice, three is for the 3<sup>rd</sup> choice, etc

<b>SITE</b>	<b>Opportunity</b>	<b>Preference: Where bidders are bidding for more than 1 opportunity at airport.</b>
CTIA	KIOSK/OFFICE 1	
CTIA	KIOSK/OFFICE 2	
CTIA	KIOSK/OFFICE 3	
CTIA	KIOSK/OFFICE 4	
CTIA	KIOSK/OFFICE 5	
CTIA	KIOSK/OFFICE 6	

### 3.5 TRANSFORMATION PLAN

- 3.5.1 Where the bidder has a valid B-BBEE certificate and is a Level one (1) to Level eight (8) as per the Revised Codes of Good Practice (RCoGP), the bidder must submit a plan on how they will improve or sustain their current B-BBEE level.
- 3.5.2 If the bidder is a Non-Compliant B-BBEE Contributor, they must submit a comprehensive transformation plan. This plan must include clear timelines and key milestones aimed at achieving compliance. At a minimum, the plan must address the following B-BBEE scorecard elements:
  - a) Employment Equity
  - b) Ownership
  - c) Management Control
  - d) Skills Development
  - e) Enterprise and Supplier Development
  - f) Socio-Economic Development

**SECTION 4: RETURNABLE DOCUMENTS (4.1 / 4.2 / 4.3 / 4.4)**

In order to assist bidders, ACSA has included a column next to the required document /information to enable bidders to keep track of whether they have submitted or not.

The returnable documents are listed in the tables that follow:

Document/Information	Completed and/or Submitted ✓ / X
<b>4.1 Mandatory Criteria</b>	
<ul style="list-style-type: none"> <li>Bidder to complete the Pricing Schedules provided in this bid.</li> </ul>	
<b>4.2 Functionality Criteria (Refer to Detailed Functionality Evaluation Criteria for more information)</b>	
<ul style="list-style-type: none"> <li>Operations Plan</li> </ul>	
<ul style="list-style-type: none"> <li>Key Personnel (Operations Manager per airport) – comprehensive CVs</li> </ul>	
<ul style="list-style-type: none"> <li>Customer Service Procedure</li> </ul>	
<b>4.3 PRICE AND PREFERENCE</b>	
<b>4.3.1 Pricing Schedules</b> Bidder to complete the Pricing Schedules for those opportunities and sites they are bidding for:	
<b>4.3.2 Preference Returnable</b>	
Bidder to provide proof of the Preference points being claimed. <ul style="list-style-type: none"> <li>Provide an original or certified copy of a valid sworn affidavit <b>OR</b></li> <li>Valid B-BBEE Certificate (and Scorecard) from a SANAS accredited rating agency as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice.</li> <li>If the bidder is a Joint Venture (JV) – a <u>consolidated</u> B-BBEE certificate from a SANAS accredited agency to be provided.</li> <li>Verifiable medical certificate of report as proof of disability.</li> </ul>	

#### 4.4. OTHER RETURNABLE SCHEDULES, DOCUMENTS AND INFORMATION

<b>RETURNABLE DOCUMENTS/SCHEDULES AND INFORMATION</b>	<b>Completed and/or Submitted ✓ / X</b>
<b>FORM 4.4.1:</b> Certificate/Letter of Authority to Sign Tender	
<b>FORM 4.4.2:</b> Certificate of Authority of Joint Ventures (if applicable)	
<b>FORM 4.4.3:</b> Joint Venture (JV) Agreement (If applicable)	
<b>FORM 4.4.4:</b> Record of Addenda to Tender Documents	
<b>FORM 4.4.5:</b> SBD 4 Bidder's Disclosure Form	
<b>FORM 4.4.6:</b> SBD 6.1 Preference Points Claim Form	
<b>FORM 4.4.7:</b> Confidentiality and Non- Disclosure Agreement	
<b>FORM 4.4.8:</b> Declaration of Interest Form and Politically Exposed Persons	
<b>FORM 4.4.9:</b> Insurance Commitment	
<b>FORM 4.4.10:</b> Acceptance of Terms and Conditions of RFP and Bidder's Particulars	
<b>FORM 4.4.11:</b> VAT Questionnaire	
<b>FORM 4.4.12:</b> Company profile	
<b>FORM 4.4.13:</b> Tax Pin issued by the South African Revenue Services (SARS). (ACSA may not award to a bidder whose tax affairs have not been declared to be in order by SARS)	
<b>FORM 4.4.14:</b> Certificate of Incorporation CIPC Registration documents, Partnership Agreement, and/or Registered Trust Document	
<b>FORM 4.4.15:</b> Certified Copies of Identity documents of Directors / Trustees / Members / Shareholders	
<b>FORM 4.4.16:</b> Central Supplier Database Registration Report (CSD) If the bidder is a JV, provide a CSD report for the JV.	
<b>FORM 4.4.17:</b> Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants.	
<b>FORM 4.4.18:</b> Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
<b>FORM 4.4.19: Transformation Plan</b>	
<b>FORM 4.4.20:</b> This tender Document – fully completed and signed.	



#### **4.1 Validity of submitted information**

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



**FORM 4.4.1: CERTIFICATE/LETTER OF AUTHORITY TO SIGN TENDER**

Signatories for close corporations and companies shall confirm their authority by attaching a duly signed and dated original or certified copy of the relevant resolution of their members or their board of directors, as the case may be.

**FORM 4.4.2: 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 AUTHORIZED SIGNATORY
Lead partner		Signature: . . . . . Name: . . . . . Designation: . . . . .
		Signature: . . . . . Name: . . . . . Designation: . . . . .
		Signature: . . . . . Name: . . . . . Designation: . . . . .



**FORM 4.4.3: JOINT VENTURE (JV) AGREEMENT (IF APPLICABLE)**

If Applicable, Bidder to attach a duly signed JV agreement between the parties.





**Form 4.4.4 RECORD OF ADDENDA TO TENDER DOCUMENTS**

**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.		

Attach additional pages if more space is required.



#### **Form 4.4.5 BIDDER'S DISCLOSURE FORM SBD 4**

##### **SBD 4 : DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state\*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, shareholder etc): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

\* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.



2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

.....

Name of state institution to which the person is connected:

.....

Position occupied in the state institution:

.....

Any other particulars:

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

2.8 Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.10.1 If so, furnish particulars.

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



2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES / NO**

2.11.1 If so, furnish particulars:

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

**DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder



#### **Form 4.4.6: SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1**

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

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

### **1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Either the 90/10 or 80/20 preference point system will be applicable in this tender. The highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 The maximum points for this tender are allocated as follows:

	<b>POINTS</b>	<b>POINTS</b>
<b>PRICE</b>	80	90
<b>SPECIFIC GOALS / PREFERENCE</b>	20*	10*
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

***\*Documented proof must be provided.***

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT (*Applicable to this tender*)

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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



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

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

**Table 1a: 80/20 preference point system, the following will apply:**

<b>Specific Goals</b>	<b>Number of points (80/20 system)</b>	<b>Tenderer must indicate how they claim points</b>
<b>B-BBEE Status Level 1</b>	<b>5</b>	
<b>B-BBEE Status Level 2</b>	<b>4.5</b>	
<b>B-BBEE Status Level 3</b>	<b>4</b>	
<b>B-BBEE Status Level 4</b>	<b>3</b>	
<b>B-BBEE Status Level 5</b>	<b>2</b>	
<b>B-BBEE Status Level 6</b>	<b>0.5</b>	
<b>B-BBEE Status Level 7</b>	<b>0.3</b>	
<b>B-BBEE Status Level 8</b>	<b>0.1</b>	
<b>Black youth majority-owned entities</b>	<b>5</b>	
<b>Black women majority-owned entities</b>	<b>5</b>	
<b>Company majority owned by people with disabilities</b>	<b>5</b>	
<b>Non- compliant contributor</b>	<b>0</b>	

**Table 1b: 90/10 preference point system, the following will apply:**

<b>Specific Goals</b>	<b>Number of points (90/10 system)</b>	<b>Tenderer must indicate how they claim points</b>
<b>B-BBEE Status Level 1</b>	<b>5</b>	
<b>B-BBEE Status Level 2</b>	<b>4.5</b>	
<b>B-BBEE Status Level 3</b>	<b>4</b>	
<b>B-BBEE Status Level 4</b>	<b>3</b>	
<b>B-BBEE Status Level 5</b>	<b>2</b>	
<b>B-BBEE Status Level 6</b>	<b>0.5</b>	
<b>B-BBEE Status Level 7</b>	<b>0.3</b>	
<b>B-BBEE Status Level 8</b>	<b>0.1</b>	
<b>Black women majority-owned entities</b>	<b>5</b>	
<b>Non- compliant contributor</b>	<b>0</b>	

#### **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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

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



**Form 4.4.7: 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 a 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;
  - 1.1.12 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);
- 1.2 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”.
- 1.3 ““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;



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

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

1.6 “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 -

4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and

4.1.3.2 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 Brand Custodians Office, via email to [brandcustodian@airports.co.za](mailto:brandcustodian@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 **Error! Reference source not found.** above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.



7. **DURATION**

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

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

8. **Title**

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

8.1.1 to be proprietary to the disclosing party; and

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

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

10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict





between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

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

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

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

## 11. **DOMICILIUM**

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

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

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

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

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



- 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
- 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

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



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

**SIGNED at** \_\_\_\_\_ **on** \_\_\_\_\_ **day of** \_\_\_\_\_ **202**\_\_\_\_

\_\_\_\_\_  
**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

the signatory warranting that he is duly authorised thereto.

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

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

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_



**SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_**

\_\_\_\_\_

**[NAME OF SERVICE PROVIDER]**

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

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

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

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_



## Form 4.4.8 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSON

### Making a Declaration

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

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

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

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

Full name of the bidder or representative of the  
bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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



## PEP/PIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

### Declaration:

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



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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

**Form 4.4.9. INSURANCE COMMITMENT****Bidder Acknowledgement**

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract (refer contract document for more insurance information).
- b. The bidder/contractor shall ensure that all potential and appointed Sub-Contractors are aware of ACSA's insurance requirements and enforce the compliance by sub-contractors where applicable.
- c. Proof of insurance must be submitted by the bidder to the satisfaction of ACSA, upon award.

Signed		Date	
Name		Position	
Tenderer			




**Form 4.4.10: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS**

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

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

Proposal No: **COR8075/2025/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 **Acquisition of Valet Parking Operators for a period of three (3) years at Airports Company South Africa's , O R Tambo International Airport, Cape Town International Airport and King Shaka International Airport.**

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) business/working days* calculated from the closing date for Proposal submission.
- 

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

For and behalf of:

Bidding entity name:	
Capacity:	

**FORM 4.4.11: 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)**

<b>Yes</b>	<b>No</b>
------------	-----------

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 \(sarsefiling.co.za\)](https://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, in terms of section 51(1) of the VAT Act, is 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.



#### **Returnable Documents 4.4.12 to 4.4.20**

**Attach Here**

#### **Validity of submitted information**

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



## **SECTION 5: LEASE AGREEMENT/CONTRACT**

**Refer Appendix 1 - Attached separately.**

**Initial at the bottom of each page to indicate your acceptance plus complete and sign signature page.**

**Return signed Lease Agreement with bid document.**

**Any queries regarding the Lease Agreement can be raised with ACSA prior to the Query Closure date.**